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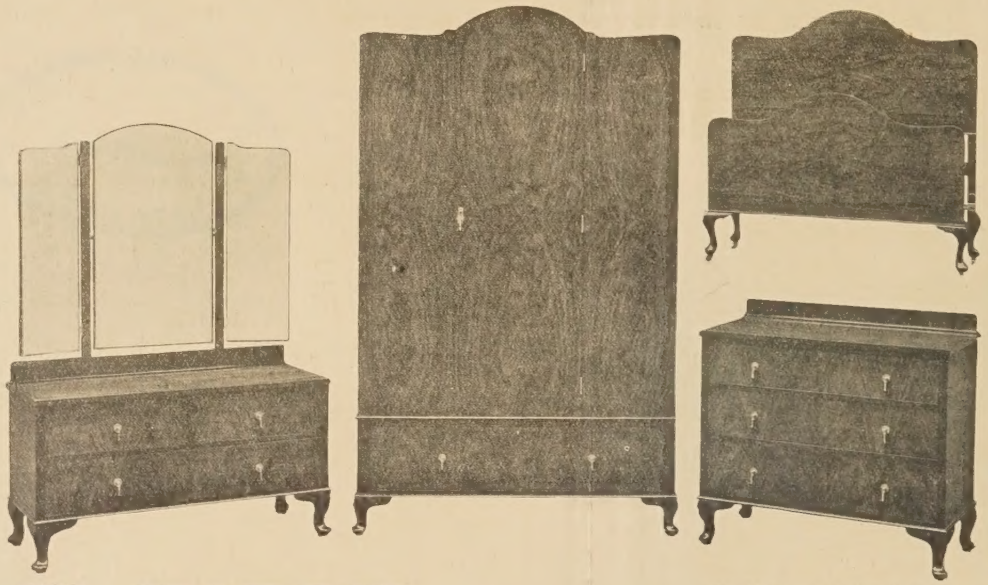

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*** Notices to Subscribers and Contributors will be found on page ii.

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Current Topics.

Ancient Lights.

IS THE right to light limited by the particular purposes for which a room is used? That was the very interesting question which came before Mr. Justice MAUGHAM in *Price* v. *Hilditch*, *Weekly Notes*, 22nd February, 1930, p. 44. The plaintiff was the owner of a freehold house built in and occupied since 1907, and continuously enjoying adequate light to the windows and openings, including kitchen and scullery windows, on its north side, on which it was bounded by the defendant's house. In 1929, without intimation to the plaintiff, the defendant constructed a boundary wall which seriously interfered with the light to the plaintiff's windows on the north side, especially the windows of the scullery. The plaintiff sought relief by way of a mandatory injunction and damages. Mr. Justice MAUGHAM was satisfied that there had been a very substantial interference with the light to the scullery and that the amount of light left would not be sufficient for the ordinary purposes of occupation of a room in the residential house. The room had been for a long time simply used as a scullery, and the evidence showed that there was still enough light for the ordinary purposes of its use as a scullery. His lordship pointed out that kitchens and sculleries in towns in this country were constantly in basements, and that, even when they were not in basements, they were often used throughout the day as well as the night with artificial light. But was the plaintiff's right to light limited by the fact that a particular room was used as a scullery? In *Colls* v. *Home & Colonial Stores, Ltd.* [1904] A.C. 179, Lord DAVEY said at p. 202: "The easement is for access of light to the building, and if the building retains its substantial identity, or if the ancient lights retain their substantial identity, it does not seem to me to depend on the use which is made of the chambers in it, or to be varied by any alteration which may be made in the internal structure of it"; and at p. 204: "I am of opinion that the owner or occupier of the dominant tenement is entitled to the uninterrupted access through his ancient windows of a quantity of light, the measure of which is what is required for the ordinary purposes of inhabitancy or business of the tenement according to the ordinary notions of mankind, and that the question for what purpose he has thought fit to use that light, or the mode in which he finds it convenient to arrange the internal structure of his tenement, does not affect the question. The actual user will neither increase nor diminish the right." Adopting the above observations, Mr. Justice MAUGHAM held in *Price* v. *Hilditch*, *supra*, that the plaintiff's right to light was not limited by using the room as a scullery, and that the damage would be adequately compensated by a small monetary payment to be determined on an inquiry.

Wrongful Assumption of Title.

THE CONVICTION last week in Paris of a person for having assumed a title of nobility, to which he had no claim or right, illustrates once again the strictness of Continental countries in the matters of names and titles as compared with the laxity which has always prevailed in this country on the subject. While French law does not officially recognise titles of nobility, it will, as the conviction shows, prevent a person wrongfully assuming one which under the Imperial régime had been conferred on another, and it appears to be a legal offence for a person to change his name in such a way as to give it the appearance of a title. German law adopts the same attitude towards the unauthorised use of a name. In this country it is true that the law will prevent the improper use of a name for trade purposes, and that since the war a more watchful eye has been kept on changes of names in business, but, apart from this, the old laxity still obtains, operating oftentimes prejudicially to the rights of others. A person may, it seems, masquerade with impunity under any title or name he chooses provided he does not do so for the purpose of fraud or false pretences. This is not as it should be. There is much to be said in favour of the stricter view of Continental nations on the subject.

Words of Futurity in Wills.

PROBABLY NO kind of form of words commonly found in a will has given rise to more difficulty, litigation and disappointment than the expressions "die without issue" and "die leaving issue." The use of any words making gifts over upon death, coupled with a contingency, is full of danger, as is shown in the leading cases of *O'Mahoney* v. *Burdett* and *Ingram* v. *Soutten*, L.R. 7 H.L. 388, 408, but, if preceded by the word "shall," further difficulties arise, and if there is no context to make the testator's real intention clear, it may easily be defeated. The preparation of a will must always take account of existing facts, as well as future contingencies, and they should be elicited by careful inquiry. The decision of the Court of Appeal in *In re Walker* (*ante*, p. 106) should be a warning to everyone who has to draft even the simplest of wills. The testator in this case directed that, after the death of his wife, his estate was to be divided equally among his children, subject to a proviso that "in case any child of mine shall die in my lifetime leaving issue living at my death, such issue shall stand in place of such deceased child, and shall take equally between them the share of my residuary estate which such deceased child of mine would have taken if he or she had survived me." The testator's youngest son died, leaving a daughter three weeks before the will was made, and when she came of age the question was raised, and unfortunately, contested, whether she was entitled to a share in the estate. The Court of Appeal decided that it was bound by authority, particularly *Re Cope* [1908] 2 Ch. 1, to hold that, unless there

was some context to indicate a contrary intention, as in the leading case of *Loring* v. *Thomas*, 1 Dr. & Sm. 497, the word "shall" must be given a strictly future sense, and therefore there being no such context in the present will, the issue of a child dead at the date of the will could take no interest. This decision must be taken as finally settling a question which at one time was in considerable doubt. In *In re Williams* [1914] 2 Ch. 61, COZENS-HARDY, M.R., said that he proposed to read the will as an ordinary man should, except that "I must hold that the words 'shall die' are equivalent to 'shall be dead'—that is well settled." And BUCKLEY, L.J., analysed the possible meanings of the word "shall," and said that it might either mean condition, futurity, or obligation. In that case, however, there was a context. It is now, at any rate, equally well settled that in the expression "shall attain the age of . . .," the word "shall" is used in a conditional sense, and means "shall comply with the condition of attaining the age of . . .": *In re Rayner*, 134 L.T. 141, following other cases. Therefore it seems rather absurd and illogical that when construing the words "shall die" *simpliciter* the court should adhere to the rigorous rule that they can only refer to a future event. Is it not attributing a "whimsical and capricious" intention to a testator to disinherit some of his grandchildren, because their parent happened to have met with an early death, before the testator made his will? This is one of the common traps in will making that can only be set right by legislation for which there is ample precedent in s. 29 of the Wills Act, 1837, which did away with the interpretation of "dying without issue" as referring to an indefinite failure of issue and rightly restricted its meaning to dying without leaving issue surviving. The whole subject of wills which, whether by accident or intention, are capricious or unjust to descendants, is one deserving serious attention.

Magistrates and Motor Cars.

THE *Auto-Motor Journal* for 21st February contains an editorial headed: "Why not a School for Magistrates?" It is principally a criticism of an alleged dictum by a metropolitan magistrate to the effect that exceeding the speed limit is dangerous driving. Apart altogether from this particular case, and with no intention of criticising individuals, we find the question suggestive. It is true that nowadays a very large number of magistrates all over the country are motorists, but there must be many who are not. While we do not for one moment hold that a magistrate who is not a motorist is unfit to try motor car cases, any more than a magistrate who is not knowledgeable about horses is unfit to try a case of cruelty to a horse, we certainly do feel that there is sometimes a failure to appreciate the position of a driver in a given set of circumstances, and occasionally a danger arising out of a little fancied knowledge. How often has a remark been heard from the Bench that surely the defendant must have been going fast, because he admits he was in top gear! Counsel may be able speedily to remove the misapprehension, but the unrepresented defendant may be too diffident to contradict or too confused by his unaccustomed position to notice the point. We fancy that most practitioners engaged in motor cases would agree that it is a distinct advantage to have at least one magistrate on the Bench who knows the ways of a motor car and has experience of traffic conditions.

Separation instead of Divorce.

IN A recent case before HILL, J., a wife petitioned for a decree of judicial separation on the grounds of her husband's adultery. This was not contested, for the husband was living with another woman. His counsel stated that he was "desperately anxious" to marry the latter as soon as possible, and urged that the wife should amend her petition and pray for dissolution of the marriage. On behalf of the wife it was pointed out that, should she do so, she would, temporarily at least, be worse off, for she would be entitled to full alimony on a decree for judicial separation, whereas she would have to wait for six months until decree absolute before she could obtain permanent maintenance on divorce. The judge observed: "I have no doubt that could be got over by agreement. It is a direct inducement to ask for judicial separation instead of divorce, though, ultimately, you can do better on divorce because you can get security. For the moment, however, you are in a worse position. When I try to apply common sense to divorce, I am always knocking my head up against a brick wall." The indictment of the divorce laws by those who administer them is, of course, no new thing, and the observations of GORELL, P., in *Dodd* v. *Dodd* [1906] P. 189, on their "inconsistencies, anomalies and inequalities amounting almost to absurdities" (p. 207), led to the appointment of the Royal Commission to consider them—which led to their Report, which, so far, has led to nothing, though the Report was issued nearly twenty years ago. Evidence was given before the Commissioners that spiteful women on occasion refused to apply to have decrees *nisi* made absolute, in order to punish their husbands, and greedy ones required a sum of money as the price for doing so (see, for example, questions 3733–6). The Commission recommended both that a judge should have the power to pronounce a decree of divorce where, on a petition for judicial separation, the evidence would have warranted divorce ("Report," para. 391), and also that the respondent should be allowed to apply for a decree *nisi* to be made absolute (para. 388). These were, of course, the recommendations of the majority of the Commissioners, but they were matters of procedure and practice, in which the minority concurred (see "Points of Agreement with the Majority Report"). All the fourteen Commissioners were therefore in agreement, but the new wine of divorce still remains in the old ecclesiastical bottles

A Will in Shorthand.

A CALIFORNIAN testatrix dictated her will in shorthand, and then signed it with due formalities, presumably on the assumption that she would die before it could be transcribed. This, in fact, happened, and the shorthand will has been admitted to probate. The question whether this would be possible here may be of interest. Wills in foreign languages may, of course, be valid, but the practice appears to be to admit an English translation to probate. This is discussed in *Re Cliff's Trusts* [1892] 2 Ch. 229, a case in which a point arose on the construction of a will in the French language, and there was a suggestion that the probate translation was inaccurate. In the admission of a will in Greek, Russian, or German "Schrift," not only the language but the characters would be unfamiliar to the court, and the latter would have to be deciphered. In *Masters* v. *Masters* (1718), 1 P. Wms. 420, the testator's handwriting was very illegible, and the judge n Chancery ordered a reference to the master, to be assisted by persons skilled in the art of writing. Presumably the probate would have had to be corrected if their interpretation of the writing of the will differed from it. In *Kell* v. *Charmer* (1858), 23 Beav. 195, the testator, a jeweller, left his sons legacies of the sums of "i.x.x." and "o.x.x.," and extrinsic evidence was admitted to show that these symbols denoted sums of £100 and £200 respectively in his shop code of ticket prices. In *Clayton* v. *Lord Nugent* (1844), 13 M. & W. 200, evidence was not admitted of a key to legatees who were denoted by letters of the alphabet in the will, such key not being properly attested. ALDERSON, B., however, observed (p. 206), "The case of a will written in cipher is quite different; because words on paper are but the means by which a person expresses his meaning, and shorthand is in this respect like longhand, and equally admits of interpretation." This is a strong *dictum* to the effect that a will in shorthand would be duly admitted to probate here, provided that the system was not one invented by the testator and merely for his own private use. Presumably, in such case, the probate would be in longhand, agreed by the clerk who had taken it down on dictation, and some expert in shorthand. Probably even the testator's own private system would be accepted if he properly attested the key of it with the formalities requisite for a will.

Criminal Law and Police Court Practice.

ARE WE TOO LENIENT?—The reports of H.M. Inspectors of Constabulary just issued, point to the general conclusion that crime is not on the decrease, that fraud is definitely on the increase, and that in spite of all police efforts, there is little, if any, diminution in burglary and housebreaking. This, though not alarming, is disappointing.

Various causes may be assigned in part to this state of affairs. The burglar's motor-car, helped by the modern habit of leaving houses much unattended, makes the prevention of burglary and housebreaking extremely difficult. Modern business methods provide fields for all kinds of ingenious frauds. Possibly, even, the lavish relief to the unemployed, which ought to keep them honest, undermines the character of many and leads them into habits of idleness and thence to crime.

Upon the question whether the action of the criminal courts goes as far as it can in preventing crime, the report says: "One thing does seem fairly clear from the number of outstanding charges which the modern criminal admits for the purpose of getting all wiped off by one sentence, that he takes full advantage of the longer periods of liberty which shorter sentences allow him."

Public opinion would not tolerate a return to a general practice of passing heavy sentences simply on the ground that by so doing society would protect itself for a longer time against the crimes of the prisoner. We have seen how a life sentence for larceny recently aroused public protest in America against an inelastic law. The modern tendency is to be optimistic and to believe in the reclaimability of offenders. This we note with approval. But it may go too far, especially if it degenerates into weakness in dealing with constant offenders who do not respond to reformative efforts on their behalf. It may be that we are becoming too lenient, and that where several mild sentences have failed there should be, instead of repeated short sentences with internals of misused liberty, a really heavy sentence to protect the public, to vindicate the law, and to deter others.

KLEPTOMANIA.—The last few months, according to press reports, appear to have produced an exceptionally heavy crop of shoplifting cases, which at all times, unfortunately, are sufficiently abundant to justify more drastic treatment of offenders. Probably the not unnatural desire of some to secure Christmas, New Year, or other gifts at a minimum of expenditure, is accountable for what may be termed a seasonable increase. It is, perhaps, with regard to shoplifting that the charge has most frequently been laid that there is one law for the rich and another for the poor. It is common theft, it is often said, in the case of the poor, and kleptomania, a somewhat illusive disease, in the case of the rich. Kleptomania is defined in Murray's English Dictionary as "An irresistible tendency to theft, actuating persons who are not tempted to it by necessitous circumstances, supposed by some to be a form of insanity," and in 1872 GEORGE ELIOT caustically remarked: "When a youthful nobleman steals jewellery we call it the act of kleptomania." Whatever, however, the medical view may be, and there are, undoubtedly, many perfectly genuine cases of kleptomania, the courts, and the public in particular, almost invariably view with suspicion the defence of irresistible tendency. All that can be said in favour of the shoplifter is that he, or more usually she, does not appear to realise the gravity of the offence, but is rather apt to treat it in the nature of an escapade where no real harm is intended. The petty pilfering from ships in dock, which in the aggregate results in considerable financial loss in the course of a year, appears to be treated by the culprits in much the same spirit. What can be done to stop it? To inflict a sentence of life imprisonment would, in this country, appear absurdly out of proportion to the offence, but according to *The Times*, 8th February, such a sentence was recently passed on a woman in New York who was convicted of her fourth offence as a shoplifter. She, however, was a victim of the Baumes Laws, which were passed between 1926 and 1928 because of the prevalence of an abnormal degree of crime in New York State, and by which a life sentence was mandatory for a fourth offence. Without, however, emulating the severity of the present American system, there is no doubt that an increased punishment would go far towards reducing the shoplifting. A compulsory period of at least one week in gaol would frighten the average "respectable" woman shop-thief.

Insurance Notes.

Frost Risks.

Very many motorists whose cars are used solely for pleasure purposes take advantage of the clause in their policies which entitles them to a substantial return of premium if the car is not used during certain of the winter months, the cover at that time being limited to fire and theft risks. Certainly the saving which can be effected by allowing the car licence and one-half of the policy to lapse is generally considered sufficient to offset the disappointment of being unable to use the car on the occasional "spring" days which are apt to occur between October and March, and the practice is a great boon to many; but there is a point in connexion with this "laying-up" which is worthy of a little attention. During such time as the cover is partially suspended the insurance company is not liable for damage to radiators and cylinder-heads caused by frost. It may be said that the car-owner who is laying up his car for any length of time will be sure to run off the water from his radiator, but since the revolver which is "not loaded" is generally held to be the most dangerous to handle, it might follow that a "dry" radiator would be the first to suffer the effect of a frost. Many companies are now prepared to cover the risk of damage by frost while a car is laid up, and it is advisable for the insured, when arranging for the suspension of his policy, to inquire about this contingency.

Education Expenses.

The question of children's education is of great, and often terrifying, importance in the budget of most family men, and the difficulty has had some consideration of late years at the hands of assurance companies. The result is that most companies have devised schemes whereby the assured is not only able to spread the expense over a number of years, but also to derive a return greater than his original outlay.

The number of years over which premium payment may be extended ranges, as a rule, from ten to fifteen. The most expensive phase of a child's education may be presumed to commence at the age of twelve, and the following figures, which have been obtained from a first-class life assurance company, will serve to show the average cost of a policy extending from a child's birth until its twelfth birthday.

A parent aged twenty-five will pay £34 13s. 6d. per annum for twelve years to secure £100 per annum for five years, commencing after the last premium has been paid. For a parent aged thirty the annual cost to secure the same benefits will be £34 16s. 8d., and at the age of thirty-five the annual premium is £35 1s. 9d. These figures vary proportionately according to the number of years selected for payment.

In the event of the death of the assured before the full premiums have been paid the capital sum becomes immediately payable, no further premiums being required.

A reduction of these rates is made on all policies for more then £120.

Extradition Law Reform.

THE law respecting extradition has been, and still remains, a matter of arrangement between nations in pairs. Each nation, therefore, has in theory, and to some extent in practice, exactly as many codes of extradition law as she has treaties with the rest. The possible consequence, that an accused person may properly be extradited for a particular offence to one country, but not to another, naturally makes the law more complicated, and so more expensive, for legal experts have to consider each treaty separately, instead of relying on precedents contained in a uniform code. No doubt, in common with other countries, we have striven as far as possible for uniformity, and, for this purpose, have formulated a list of extradition offences in the schedule to the Extradition Act, 1870, which by subsequent statutes has been enlarged. Nevertheless, the statement is made in HALSBURY'S "Laws of England" (Vol. XIV, p. 408), after enumeration of the offences common to all treaties, that "with regard to the other and minor offences mentioned in the Acts, the differences between the respective treaties are so numerous and so minute, that in practice it is necessary in every case to consult the text of the treaty in both the languages in which it is drawn up." This uncertainty is obviously a blot on the law, which could be materially if not entirely remedied by the adoption of a single code of extradition offences, the preparation of which might be considered as work most suitable for the branch of the League of Nations concerned with private international law. A certain amount of give and take would be necessary, but probably no principle would be involved. If any nation objected to extradition for a particular crime in the code, it would of course be open to her rulers to make specific exclusion of that crime from her treaties. In practice, no real difficulty arises as to serious offences, and the chief advantage of the uniform code would be simplification of the law, and consequent saving of legal expenses and delay. International conventions as to private law are of course no novelty, and that at Berne as to copyright over twenty years ago may be instanced. It may also be mentioned that some spadework in the suggested direction has been accomplished by the International Law Association, which, after two years' labour, submitted in 1928 a draft convention to a conference at Warsaw. This was prepared in English, French, and German, and, no doubt, would form a good working model on which the League might build its code. On this occasion, Great Britain was represented by the late LORD PHILLIMORE.

A more formidable difficulty than that of agreeing to a uniform code of extradition crime arises concerning the surrender by particular nations of their own subjects or nationals. Our rulers, it may be observed, do not in theory object to the extradition of British subjects to friendly countries for offences which they may have committed in such countries, provided in each case that a fair trial seems likely, and that the extradition will not be used to try the accused for any offence other than that on which he is surrendered. In some of our treaties, that with the United States for example, there are no reservations of nationals on either side. Certain countries, however, are very jealous of the trial of their nationals abroad, and either exclude them wholly from their treaties, or reserve a discretion as to their surrender. When a particular nation does this in a treaty with us, our usual practice is to make the exception reciprocal, and either decline to surrender our nationals, or reserve a discretion, as the case may be. In a few treaties, that with Luxemburg for example, we submit to the exception of the foreign nationals, but undertake to surrender our own. A recent correspondent to *The Times* makes the somewhat surprising statement that, in practice, we waive objection to the surrender of our nationals. This observation must surely only apply in cases where the surrender is optional. In cases where the surrender of nationals is expressly excepted by treaty, no doubt we or any other nation could waive treaty rights, but it is submitted with confidence that, in such case, nothing less than a special Act of Parliament would be required to validate an order made by a judge or magistrate against a British subject, otherwise than in accordance with existing treaty, order in council, or statute.

The general question of the surrender of nationals is a matter of some delicacy. There are still certain countries outside Europe, and possibly some within, where the machinery of justice functions in an irregular and uncertain manner, to which the more civilised nations might hesitate to send their subjects. If extradition is refused in these or other cases, three alternative courses of events are possible, namely, (1) The accused may altogether escape trial and punishment; (2) He may be tried, and if found guilty, punished in his own country; or (3) He may be surrendered to some special tribunal for trial, under jurisdiction conferred on the League of Nations or otherwise.

The first alternative is, of course, that which extradition law is expressly framed to prevent. Provision is made for the second in some treaties, but it is hardly more satisfactory. As we pointed out in our note on *Lorang's Case*, Vol. 73, p. 618, such offences as fraud on the part of a bailee, trustee, director, etc., committed abroad are not indictable here, and to make a provision of this sort workable we should have to change our law. A much graver objection, however, lies in the holding of a trial hundreds or perhaps thousands of miles away from where the alleged offence has been committed, to which not only the accused but witnesses and lawyers must be brought, and, with rare exceptions, conducted in a language unfamiliar not only to all the witnesses but also to all the persons engaged in the prosecution. To take a concrete example, it would have been practically hopeless to bring a criminal like the late JABEZ BALFOUR to justice if the scores of witnesses necessary to unravel his involved financial frauds had all to be transported to South America, and their evidence interpreted into Spanish throughout.

The alternative of trial at Geneva or elsewhere under the auspices of the League of Nations would be preferable, and it might be provided that the language used for the trial should be that of the country where the alleged offence was committed. Trial in that country itself, however, remains by far the best solution, and it may at least be hoped that the nations which have hitherto objected to trial in England will reconsider their position. If any nation still insists that its subjects who have sought refuge within its boundaries shall only be tried by its own judges, it would, of course, be open to us in the last resort to refuse entrance to its nationals, or, as a milder alternative, to forbid them to hold office here as directors of any public company or as trustees. For obviously it is undesirable that directors and trustees should be immune from punishment for fraud, and that may be the practical effect of the extradition treaties which entirely exclude nationals.

The case of the surrender by one country of the native of another to a third may also be mentioned, but it should present little difficulty. In our own law, *R.* v. *Ganz* (1882), 9 Q.B.D. 93, is authority that we make such surrenders, and, generally speaking, the process is one calculated to rid a country of undesirable foreigners.

The possibilities of an "Alsatia" or haven of refuge for criminals generally perhaps belong to the past rather than to the present. The lover in Tennyson's "Maud" fled to France after he had killed her brother in a duel; the men who swindled Mr. Godfrey Nickleby took up their abodes in Spain, and Mr. KIPLING'S financier took refuge in Callao from "the widow and the orphan who sought their ten per cent." These places, however, are refuges for offenders no longer, and the suggestion lately made in the Press that we have no extradition treaty with Greece is, of course, now unfounded, though the treaty was signed so recently as 1910. The influence of the

League of Nations and the countries behind it should tend to make sanctuary for crime impossible.

One matter worth considering in any convention on extradition is the trumped-up charge on the spot, to delay or frustrate proceedings. This again was used by our most resourceful and elusive fugitive from justice, JABEZ BALFOUR, and might have succeeded but for the greater resource and enterprise of his pursuers. The general rule is that, before surrender, the accused must answer charges made against him in the country where he happens to be. It might either be best to give the extradition crime precedence, if preferred first, or at least to require the speediest possible trial for the local offence. It is, perhaps, a tribute to the speed and smoothness of our criminal procedure that no difficulty appears to have arisen under the Extradition Act, 1870, s. 3 (3), which applies the rule here, though *Ex parte Van der Auwera* [1907], 2 K.B. 157, indicates that a criminal statute of limitation should not run in favour of anyone in a foreign prison.

Presumably from our traditions we should insist on the rules to prevent extradition for one offence and trial for another contained in s. 3 (1) and (2) of the Act, and probably there would be no difficulty in including this provision in a general extradition convention. The doctrine of *Re Meunier* [1894], 2 Q.B. 415, that the anarchist or communist who seeks to overthrow all governments by violence cannot be sheltered as a political offender would probably also be generally acceptable.

Rating and Valuation (Apportionment) Act, 1928.

QUITE a number of members of the legal profession have reason to be thankful that some of the provisions of the above Act are so obscurely worded as to be capable of entirely different interpretations. There have, we believe, been already something like 200 appeals to Quarter Sessions, and it is understood that quite a number of the decisions will shortly be questioned in the High Court by way of special case.

One class of hereditament which has been a most fruitful source of contention is motor repair shops, and it may be of interest to refer briefly to a few of the varying decisions of Quarter Sessions Committees showing the differences of opinion that exist with regard to such premises.

To appreciate these differences, however, it is first necessary to consider the material sections of the Act bearing on the particular question under consideration.

Amongst hereditaments to be partially de-rated are "industrial hereditaments," and, by s. 3 (1), an "industrial hereditament means a hereditament occupied and used as . . . or, subject as hereinafter provided, as a factory or workshop." The sub-section goes on to provide that the expression "industrial hereditament" does *not* include a hereditament primarily occupied for (*inter alia*) "(*b*) the purposes of a retail shop" . . . "(*d*) purposes of storage."

By s. 3 (4) "'Retail shop' includes any premises of a similar character where retail trade or business (including repair work) is carried on."

Now it is common ground that any premises in which the trade carried on is that of repairing articles is either a factory or a workshop—a factory if mechanical power is used, and a workshop if only manual labour is employed. Therefore, any ordinary motor engineer's repair shop should be classed as an industrial hereditament, unless the exclusion clauses, as we will call them, rule it out.

And here lies the difficulty, the main part of it being in the interpretation of the definition of "retail" shop.

In one of the earliest appeals at the Middlesbrough Quarter Sessions, in October last, the local Revenue officer (district valuer) appealed against the decision of the Assessment Committee including in the special list for de-rating, a motor engineer's premises in which, as appeared from the evidence, the business carried on was mainly that of repair work. The recorder dismissed the appeal holding that the premises were industrial, and not carried on for the purpose of a retail shop.

Several appeals by the Revenue officer came before the West Riding Quarter Sessions Committee, His Honour Judge MCCARTHY presiding, were also dismissed on similar grounds. In one of them the premises were described as being in a back street with no showroom, there being a small amount of petrol sold, and in addition to repair work some "parts" were also manufactured. The respondent's counsel laid some stress on the fact that the repairs were chiefly to commercial vehicles, though why this should affect the question we fail to see.

At the same sessions, but under a different chairman, the Revenue officer was successful in the case of an ordinary repairing garage, where oil and petrol were sold, and the premises were used in combination with a retail shop which was contiguous but separately rated. It was held that the premises were primarily occupied for the purpose of a retail shop as defined in the Act.

Again, Revenue officers were successful in appeals before the Somerset Quarter Sessions Committee and the Essex Quarter Sessions Committee in November and the Norfolk Quarter Sessions Committee in January. In all three cases the facts given were substantially the same, the premises being a motor garage in which the main business was repair work but with some additional revenue from the sale of petrol, oil and spares. In the Essex case the percentages of returns were repair work 78 per cent., petrol 6 per cent., other retail sales 4 per cent., hire work 12 per cent.

In all the cases the argument put forward for the Revenue officer was that the words "including repair work" in the definition of retail shop implied that, if a person was doing repairs for private individuals, he must be deemed to be using the premises for purposes of a similar character to a retail shop, whilst it was conceded, at least in some of the cases, that if the occupier worked only, or mainly, for the "trade," he might be considered as in an analogous position to a wholesale dealer, and therefore entitled to have his premises classed as an industrial hereditament.

On the other hand, in a case before the Sussex Quarter Sessions Committee in November, in which evidence was given that there was a small amount of manufacturing work done, though most of the work was repairing, Counsel for the Revenue officer argued that the deciding factor was whether the work done was manufacturing or repairing. In this case, too, the Revenue officer was unsuccessful, and the decision of the Assessment Committee to include the premises in the special list was confirmed.

On the point as to whether working for the trade is to be the guiding factor, an interesting case was that of the *Revenue Officer* v. *Joseph Lucas Ld.*, which came before the Recorder of Bristol in January. In that case evidence was given of the following percentages: Repair work 61 per cent., sales 39 per cent; work or sales for the trade 81 per cent., for private customers 17 per cent. The Recorder agreed with the contention of the appellant's Counsel, that a cobbler's shop, or the ordinary garage, was a retail shop, but said the question was whether the business was a retail or wholesale one. . . . In the particular case he expressed some doubt, but gave the benefit of it to the respondents and dismissed the Revenue officer's appeal.

The question of the definition of retail shop in connexion with motor garages has also been before the London Quarter Sessions. In December the local Revenue officer was appellant in the matter of two assessments in Stepney. The occupiers (respondents to the appeal) were the same firm in both cases. The firm occupied two different sets of premises,

one as a Ford depot and the other as a Ford service station. In the depot was a showroom for cars for sale, a shop used for sale by retail of spare parts and some stock rooms. There was a covered space at the back for receiving washing and repairing cars, and on the upper floor was a workshop with some machinery. The service station was mainly used for repair work by manual labour. A few cars taken in exchange were stored till sent to sale room, but this was proved not to be a considerable item of the business; there was no showroom and no retail trade in spares.

The Revenue officer was successful in the case of the depot on the ground that the premises were primarily used for showroom and retail trade. In the case of the service station, however the appeal was dismissed, the deputy chairman holding that the words "of a similar character" in the definition of retail shop referred to the premises and not to the character of the trade carried on therein. This appears to be the sole, or at any rate the main, legal point at issue in the ultimate determination of the position of motor engineers' garages where the main business is that of repairing.

Another question in which there has been a divergence of legal opinion is the position of premises used by haulage contractors, bus companies and the like for the repair and upkeep of their own motor vehicles.

For the determination of this question it is necessary to consider the applicability of s. 3 (2), which provides that "any place used by the occupier for the housing or maintenance of his road vehicles, or as stables, shall, notwithstanding it is situate within the close curtilage, or precincts forming a factory or workshop and used in connexion therewith, be deemed *not* to form part of the factory or workshop . . ."

It must also be remembered that independently of this section the ratepayer must prove that the premises are used by way of trade or for the purposes of gain, otherwise the premises do not come within the definition of a factory or workshop.

In a case heard by the West Riding Quarter Sessions Committee in October, premises of a road car company, used solely for the repair of their own vehicles, were held not to be industrial premises.

A similar decision was reached by the Surrey Quarter Sessions Committee in the same month.

There the appeal concerned premises of the East Surrey Traction Co., and were described as being mainly used for the overhaul and repair of the Company's own fleet, though cars were also repaired for customers. It was held that s. 3 (2) applied to the part of the premises used for the maintenance of the company's own vehicles, and that such part as was used for repair of customers' cars was within the definition of retail shop, and therefore, the premises could not be classed as industrial.

On the other hand, a contrary decision was arrived at at the London Quarter Sessions in the following month. The facts appear to have been precisely similar, the premises being those of a haulage contractor used primarily for the overhaul and repair of his own vehicles (his garage for housing them being in another district), and to a minor extent for repairing customers' vehicles. The deputy chairman held, that s. 3 (2) only applied when premises used for the maintenance of road vehicles formed part of a factory or workshop, but when, as here, there was no factory or workshop apart from the premises themselves the sub-section could not apply.

In all appeals under this Act the Revenue officer for the district acts under the direction of and is represented by the legal advisers of the Treasury, and it is anticipated that the legal questions referred to in this article may be eventually taken to the Court of Appeal, if not to the House of Lords. The Treasury at any rate is hardly likely to be satisfied with the decision of a Divisional Court, if it should happen to be adverse. We shall await the decisions of the Divisional Court with interest.

Company Law and Practice.

XVIII.

PREVIOUS to the coming into force of the Companies Act, 1929, the destination of the pure personalty of a dissolved company which had been the beneficial property of the company immediately before its dissolution, and had not been disposed of, was open to a certain amount of doubt.

The decision which bore most on the question was the case of *Re Higginson and Dean* [1899] 1 Q.B. 325; but the facts were so special as not to afford much assistance in arriving at any general principle. In 1847 Messrs. Higginson and Dean had been adjudicated bankrupt, and the Royal Bank of Liverpool had proved in the bankruptcy for a very large sum. In 1887 the Royal Bank of Liverpool was dissolved by order of NORTH, J. Subsequently a further asset in the bankruptcy was discovered, and was held by the trustee in bankruptcy: whereupon another proving creditor applied to have the proof of the Royal Bank of Liverpool expunged. The county court judge made an order expunging the proof, and the Attorney-General, who was claiming whatever dividend might be attributable to the Royal Bank of Liverpool as *bona vacantia* on behalf of the Crown, appealed. The appeal was allowed, the grounds of the decision being that the property was held by the trustee in bankruptcy as trustee; and it does not necessarily follow that the same result would have ensued in a case where pure personalty had been actually vested in the company; though this appears to be the view taken in the text-books which deal with corporations.

Section 296 of the Companies Act, 1929, confirms the decision in *Re Higginson and Dean, supra*, but it also goes a good deal further, as all property and rights whatsoever vested in or held in trust for the company immediately before its dissolution (including leaseholds, but not property held by the company on trust for any other person) are to be deemed to be *bona vacantia*, but subject and without prejudice to any order made by the court under ss. 294 and 295, that is to say, any order declaring a dissolution void, or any order for restoring the name of a company to the register, where its name has been struck off and it has been dissolved. As explained last week, this renders obsolete *Hastings Corporation* v. *Letton* and the *Woking Case* there referred to. Why there is inserted in the section the specific reference to leaseholds is not clear, as there would not appear to be any doubt as to the words of the section embracing every form of property, and the only effect of adding leaseholds expressly might be to cause an uneasy feeling (which could be only temporary) that some other form of property was excluded.

It will be noticed that property which the company held on trust for any other person is excluded from the operation of the section: a case where this did occur is *Re Albert Road, Norwood* [1916] 1 Ch. 289, where leaseholds belonging to a company were the subject of a foreclosure order absolute, but the company was dissolved without assigning the property as ordered. The mortgagee thereupon petitioned for a declaration that the company immediately before dissolution held the property as trustee for the petitioner, for the appointment of a new trustee, and for a vesting order. In view of the fact that, according to *Hastings Corporation* v. *Letton, supra*, the reversion must have been accelerated on the dissolution of the company, even though it merely held the leasehold interest as trustee for the mortgagee, PETERSON, J., directed that the petition should be served upon the reversioner. This was done, and upon the consent of the reversioner, the order was made as originally prayed, with the additions necessitated by the position of the reversioner. A case of this nature is not affected by s. 296, which only applies to beneficial interests of the company.

The section, it is submitted, can only apply to dissolutions which take place after the coming into operation of the Act, i.e., the 1st November, 1929, the words at the opening of the

section—"Where a company is dissolved," being incapable of being applied to cases where the dissolution had already taken place before the commencement of the Act. In a winding-up by the court, this presents no difficulty, for the order for dissolution must be made either before the commencement of the Act, or after such commencement; but in a voluntary winding-up one must pause for a moment. Sections 236 and 245, and also s. 195 of the Act of 1908, must be considered.

Take the case where a return of the final meeting has been registered under s. 195 of the Act of 1908 on the 31st October, 1929, so that the company is dissolved under s. 236 (4) of the Act of 1929 on the expiration of three months from the 31st October, 1929: is it possible to say that this does not come within s. 296, because the dissolution has not taken place entirely under the Act of 1929? This suggestion does not appear to be maintainable, for though the words "where a company is dissolved" must, by virtue of the present tense, be taken to imply that the dissolution has taken place on or after the 1st November, 1929, there seems to be no proper justification for saying that such words apply to anything more than the actual dissolution with reference to the particular point of time when it is deemed to occur, or that they can be construed so as to read "where a company is dissolved under this Act and this Act only."

(*To be continued.*)

A Conveyancer's Diary.

Dower and the New Legislation.

In the issue of this journal for the 25th January, Mr. F. E. Farrer wrote a learned and interesting article on this subject, which, I hope, most of our readers will have perused.

It will be remembered that Mr. Farrer set out to show that dower has not been abolished, as most of us thought, by the A.E.A., 1925, but still subsists in the real estate of a deceased husband in respect of which he does not die intestate.

The article has been the subject of comment in other journals and of a considerable amount of correspondence mostly directed to show that Mr. Farrer is wrong and that dower has in fact been abolished altogether so far as regards the estate of a husband who dies after 1925.

Some correspondents do not seem to have read Mr. Farrer's article, and on that account were at rather a disadvantage, but others advance very reasonable arguments against Mr. Farrer's contentions. In this article I propose to endeavour to weigh up the *pros* and *cons* of the matter.

In the first place I may confess that after reading Mr. Farrer's article, I was driven to admit that he was right. There seemed no flaw in his argument, but I thought that it might be that, although not expressly abolished in relation to the estates of which a husband died testate after 1925, the court might find that there had been an implied abolition *in toto*, but that was the only way out that I could see.

Shortly stated Mr. Farrer's contention is this: Dower is a common law estate which has existed from time immemorial. If and when a husband became seised in possession of real property his wife (if any issue which she might have would be capable of succeeding as heir to that property) became entitled to dower thereout. The right attached in the lifetime of the husband but was inchoate until his death. The husband could not dispose of the land either by a conveyance *inter vivos* or by his will, except subject to his wife's dower and there was no way in which the right could be defeated except by a recovery or fine levied with her consent, given after being separately examined, or since the Fines and Recoveries Act, 1833, by a deed acknowledged.

Then came the Dower Act, 1833, the effect of which Mr. Farrer states as follows:—

> "The reader should note that this Act does not abolish the widow's title to dower at common law; quite the contrary. Section 3 confers her title in a case where she would have had none at common law, and s. 2 extends her title to dower out of her husband's equitable or partly legal partly equitable estate of inheritance in possession of which he dies beneficially possessed.
>
> All that the Act does is, on condition that he follows the various modes allowed by the Act, to enable the husband to prevent her title from ever becoming effective at his death, and to disappoint the widow of her dower; but unless he adopts one or other of those courses her dower, as at common law, remained.
>
> Thus, against her dower s. 4 validates his absolute dispositions *inter vivos* or by will, s. 5 validates his partial dispositions, charges, debts and contracts, s. 6 validates his declaration by deed against her dower out of his land, whether it be contained in the conveyance to him of that land or another deed, s. 7 validates his declaration by will that she shall not have dower out of land of which he dies wholly or partially intestate, s. 8 validates any restriction on dower which he imposes by will, s. 9 provides that if by will he gives her any interest out of dowable land she shall be excluded from all dower, unless the contrary intention appears."

The Dower Act is repealed by s. 56, 2nd Sched., Pt. I, of the A.E.A., 1925, so far as concerns deaths after 1925.

With that repeal, therefore, all the provisions of that Act whereby dower could be barred or restricted ceased to be operative, but the common law right to dower remained.

Section 45 (1) of the A.E.A. provides that "with regard to the real estate and personal inheritance of every person dying after the commencement of this Act, there shall be abolished" (*inter alia*):—

> "(*c*) Dower and freebench and every other estate and interest of a wife in real estate as to which her husband dies intestate, whether arising under the general law or by custom or otherwise. . . ."

Thus, dower has been abolished so far as regards land as to which a husband dies intestate, but there is no express provision abolishing dower in respect of land which a husband disposes of by his will.

The result, of course, is that dower attaches notwithstanding any disposition *inter vivos* or by will of a husband, the provisions of the Dower Act which would have prevented the right attaching in such cases having been repealed.

This seems logical enough, and it is not easy to find any satisfactory answer to it, at least I have not so far seen or heard any which is convincing.

There are three arguments used, one or other of which seems to have found favour in some quarters.

First: It is said that s. 45 (1) (*c*) must be read as abolishing dower and freebench altogether and then as abolishing every other estate and interest of a wife in real estate, as to which her husband dies intestate. That is to say, that the words "as to which her husband dies intestate" do not apply to "dower and freebench" but only to "every other estate and interest."

I think that this is putting a very strained construction on the sub-section. It ignores the word "other" and introduces punctuation which is not there. It seems to me that in the natural reading of the sub-section the words "as to which her husband dies intestate" must control the whole of the preceding words.

The second argument is based upon the Interpretation Act, 1889, s. 38 (2), which enacts that the repeal of a statute shall not "revive anything not in force or existing at the time at which the repeal takes effect."

Mr. Farrer deals fully with the whole of s. 38 of the Interpretation Act, and I must refer the reader to his article for an analysis of that section and an interesting discussion of the

effect of it. It is sufficient for me to say here that this second argument does not appeal to me if for no other reason than that there is no question of the widow's common law right to dower being "revived." The effect of the repeal of the Dower Act is not to revive dower (which was never dead) but to abolish the means which that Act provided whereby dower could be defeated.

The third argument is that advanced by Dr. Eastwood in his letter published in the issue of 15th February.

Dr. Eastwood points out, quite rightly of course, that a widow's common law right to dower could only be claimed ont of estates of inheritance "of which any issue, which she might have had, might by possibility have been heir." He then says (1) that as regards estates in fee simple, there is no possibility of an heir, as on an intestacy the husband's property is to be held by his personal representatives upon trust for sale, and the land does not devolve upon an heir, consequently no wife can fulfil the qualification required to establish her right to dower, and (2) that as regards estates tail, the husband's interest is now equitable and, except under the now repealed Dower Act, a wife is not entitled to dower in respect of land in which the husband's interest is equitable, therefore dower does not attach to such estates either.

I confess that this strikes me as the strongest contention against Mr. Farrer, but it is not quite convincing.

If Dr. Eastwood be right, it is strange that there should have been any express abolition of dower in the case of intestacy. His contention renders both clauses (*c*) and (*d*) of s. 45 (1) of the A.E.A., unnecessary, for it applies equally to cases of testacy and intestacy, and would have us imply in the one case what it has been thought necessary to express in the other.

The omission to abolish dower altogether, not merely in the case of intestacy, is a defect in the Act due no doubt to an oversight, and I, for one, doubt whether that omission can be supplied by implication.

An amendment of the Act seems to be the only satisfactory way out of the difficulty.

Landlord and Tenant Notebook.

Agreements to Surrender.

Text-books, after elucidating the difference between express surrender and surrender by operation of law, generally stress the fact that an express surrender cannot be made to take place *in futuro*. They also often use language suggesting that no effect can be given to an agreement to surrender unless, and consequently until, it be acted upon; reference is made to the decision in *Weddall* v. *Capes* (1836), 1 M. & W. 50, and/or to that in *Doe d. Murrell* v. *Milward* (1838), 3 M. & W. 328, and the proposition is presumably based on the dicta of Parkes, B., in those cases. In the former, the written agreement shows promises to surrender and accept the surrender, and it was held that the agreement was not a surrender. In the latter the question turned on an invalid notice to quit "accepted" by the landlord; that is to say, the landlord, on receiving it, had done nothing to call attention to the fact that it purported to expire before a notice could expire. It was in this case that the learned baron said, referring to the decision of two years previously, that he was strongly of the opinion that there could not be a surrender to take place *in futuro*; and that though the precise point had not been then determined, yet it was clear that the court had been of the opinion that the instrument could not operate as a surrender *in futuro*. But, looking at the actual report of *Weddall* v. *Capes*, it appears that what the judge actually said in that case was that an agreement for a term to cease *in futuro* was not a surrender. The distinction is obvious, and the dictum is but a corrollary to the old definition of "surrender" given by Coke and Shepherd: "a yielding up to another that hath a higher and greater estate in the same" (Shep. Touch.), or "a yielding up to him that hath an immediate estate in reversion or in remainder . . . wherein that estate . . . may merge by mutual agreement." (Co. Litt.)

In so far as they suggest that an agreement to surrender at a future date is void, the two cases cited would, then, appear to be misleading. In the one the decision turned upon other points, and the dicta do not go so far as they were reported to have gone when the second case was being argued; in the second case, it cannot have been seriously contended that there was an agreement, since it is one of the fundamental principles of the law of contract that acceptance of an offer cannot be signified by silence: *Felthouse* v. *Brindley* (1862), 11 C.B. (N.S.) 869. The authorities cited show rather that an express surrender is something that takes effect immediately, than that an executory agreement for a surrender cannot be enforced; but statements have been based upon them suggesting that an instrument not showing an immediate purpose will be of no effect unless something else happens to bring about surrender by operation of law, and other decisions are then cited to illustrate what will and what will not achieve this result.

In *Fenner* v. *Blake* [1900] 1 Q.B. 426, however, there was evidence of a parol agreement, by a yearly tenant holding over, to terminate the tenancy at an earlier date than the implied terms would permit if notice to quit were given. After this the landlord had put up a notice board and sold with vacant possession for the agreed date. Judgment was given for him on alternative grounds, one of them being that the agreement itself brought about an immediate surrender, plus a new letting, the other that the tenant was estopped by his conduct from denying the surrender. In either case, owing to the absence of writing, the surrender would be by operation of law; but it seems a pity that the court did not find an ordinary executory agreement evidenced by part performance. In *Leschallas* v. *Woolf* [1908] 1 Ch. 641, a written agreement had been made, but as it had subsequently been completed under seal, no point arose as to its effect.

Should there be any doubt on the subject, the desired effect can always be indirectly obtained by the tenant agreeing to assign his interest to the landlord, or even purporting to sub-let for the whole term to the landlord: the result in either case will be merger.

Our County Court Letter.

EJECTMENT BY REMOVAL OF ROOF.

THE need for circumspection in regard to the above is shown by the recent case of *Pearce* v. *Gowen*, at Bristol County Court, in which the claim was for £25 as damage to furniture, wearing apparel and a doctor's fee, due to the act of the defendant or her agent in unlawfully removing a roof, and other portions of her property, while the plaintiff was her tenant. The plaintiff had complained of the water supply being cut off, and was advised by the local authority to leave the cottage, which was damp and uninhabitable. A boundary wall had been shifted, in the course of building operations, to an adjoining stable, and rain water had entered one of the rooms. A submission was made for the defendant that there was no evidence that the builder had entered into possession of the plaintiff's cottage, and there had, therefore, been no breach of covenant for quiet enjoyment. It was held, however, that there was a case to answer, and the defendant's evidence was that she had agreed to sell the stable and cottage, on the assumption that a valid notice to quit had been given to the plaintiff. On his holding over, however, a fresh notice was given, expiring after the date upon which the purchaser was entitled to vacant possession. The damage to the wall was denied, and the total value of the plaintiff's goods (which had been removed on a cart) was stated to be less than the alleged amount of damage. His Honour Judge Parsons, K.C.,

observed that the defendant had granted the purchaser permission to enter upon the property about a fortnight before the date for completion. No reservation had been made with regard to the part of the property still inhabited, and the defendant was therefore liable for the damage proved, viz., £12 and costs.

The circumstances under which the above remedy is available to the landlord were illustrated in *Jones* v. *Foley* [1891] 1 Q.B. 730, in which the plaintiff refused to give up possession of a cottage after the expiration of his tenancy. The defendant therefore obtained a justices' warrant for possession under the Small Tenements Recovery Act, 1838, but she instructed her builders to commence pulling the house down before the expiration of the twenty-one days. Some tiles fell through the roof, and damaged the furniture of the plaintiff, who brought an action for trespass. The county court judge directed the jury that (1) the justices' warrant entitled the plaintiff to retain possession for twenty-one days, and (2) if they found the removal of the roof was indictable as a forcible entry, the plaintiff was entitled to damages. The jury found for the plaintiff, but the judgment was reversed in the Divisional Court. Mr. Justice Day held that the justices' warrant did not extend the rights of the tenant, nor limit those of the landlord, as its only effect was to entitle the defendant after twenty-one days to forcible entry. The latter was not constituted by the removal of the roof, which was within the defendant's rights, and the plaintiff was a trespasser, who had no cause of action for the accidental injury to his furniture. Mr. Justice Lawrance agreed that there had been no forcible entry, and also that the additional statutory remedy (of recovering possession by force after twenty-one days) did not take away the defendant's common law right to immediate possession. Judgment was therefore entered for the defendant.

The absence of any civil remedy under the Statute of Forcible Entry, 1381, 5 Rich. 2, stat. 1, c. 7, was re-affirmed in *Hemmings* v. *Stoke Poges Golf Club Limited* [1920] 1 K.B. 720. That statute creates a punishable offence, but establishes no cause of action, and a right of re-entry is therefore a good defence to proceedings against the landlord. The latter must use no more force than is necessary, however, and (as pointed out by Lord Justice Bankes at p. 737) he exposes himself to the civil liability to pay damages in the event of more force being used than was necessary to remove the occupant, or in the event of any want of care in the removal of goods. It still remains the law (as laid down by Lord Justice Scrutton at p. 747) that any plea denying an assault, on the ground that the defendant was merely ejecting a trespasser, may be met by the reply that more force was used than was necessary—if the jury can be induced to find it. The risk of paying damages and costs on this finding, and the danger of becoming liable to prosecution under the above statute, might therefore deter people from exercising the above remedy, except by order of the court. Lord Merrivale (then Lord Justice Duke) concurred in setting aside a judgment for £21 in favour of the plaintiff, and the appeal was therefore allowed and judgment entered for the defendants.

DILAPIDATIONS AND THE STANDARD OF COMFORT.

THE intrusion of alien ideas into our jurisprudence adds a fresh terror to landlords, as shewn by the recent case of *Savill* v. *Roberts*, at Bournemouth County Court, where the plaintiff claimed £36 19s. 4d. for damage to a house let furnished for twenty-six weeks. The plaintiff's case was that the house was thirty years old, and that the defendant (being an American) had maintained an extraordinarily high temperature, which would have been intolerable to English people, and had resulted in shrinkage of window frames, doors and skirtings. There was no central heating, but there were coal and gas fires, three electric points and an anthracite stove. The defendant's case was that she had installed only two extra electric heaters, and that the fires were not burning continuously, and the windows were kept open. The defendant had complained of the dilapidated furniture, and she attributed the shrinkage to the very cold winter. His Honour Judge Maxwell remarked that he had never come across a case in which the tenant had been held liable for shrinkage of wood in the internal structure of a house. It was not unreasonable to use extra heat, and if the doors and woodwork would not stand the temperature, it was nothing to do with the tenant. Judgment was therefore given for the defendant, with costs.

Practice Notes.

CONCURRENT JURISDICTION IN LICENSING.

THERE will be general approval of the stand recently made by the Birmingham licensing magistrates against any encroachment upon their power by the municipal authority. The chairman (Mr. G. A. Bryson) stated at the last Brewster Sessions that the magistrates considered that an application for a provisional grant should be made to the Licensing Committee first. The Town Planning Committee should then explain their objection in open court, so that the applicant might cross-examine, whereas if the matter were dealt with in committee, the applicant had no chance of (1) appearing, or (2) hearing objections to the site, or (3) producing rebutting evidence. In a town-planned area it was necessary, if a provisional grant were affirmed by the confirmation authority, to obtain the permission of the corporation for the special building which would thus be created. Prior to the provisional grant, however, there was no special building, and the matter was prospective—the question being whether the prospect should first come before the magistrates or the Town Planning Committee. The Bench were unanimous that they should be the first to deal with the matter, and after hearing the objections of the corporation they would give the subject their best consideration. It was pointed out that there was no conflict between the magistrates and the civic authorities, and the operations of the Town Planning Committee would not be prejudiced, as a question had merely arisen as to the order in which things should be done. The above pronouncement was a sequel to the case noted under the above title in our issue of the 19th October, 1929, 73 SOL. J. 672.

Reviews.

Shipping Documents. Second edition. By A. J. HODGSON M.A. (Camb.), LL.B. (Liverpool), of the Inner Temple Effingham Wilson. 1929. 5s. net.

The purpose of this book is to examine the respective functions of the following four primary documents in oversea trade—invoice, bill of exchange, bill of lading, and policy of marine insurance. With the many valuable additions to this second edition, including a note on the practice of issuing clean bills of lading for damaged cargo against a shipper's indemnity, the book should prove a useful work of reference on the material statutes and the decisions of the courts.

Principles of Mercantile Law. By J. CHARLESWORTH, LL.D. (Lond.), of Lincoln's Inn. Stevens & Sons, Ltd., and Sweet & Maxwell, Ltd. 1929. 8s. net.

Although the author's intention is that this volume is primarily for the use of commercial students, even a casual glance through its pages will convince an experienced lawyer of its extreme practical utility. The wide range of subjects relative to mercantile law, with the exception of company law which has been expressly excluded, has been treated in a

systematic manner which facilitates the easy ascertainment of the principles involved, and by the pleasing arrangement of the material authorities as embodied conveniently in the text enables the reader to familiarise himself with the substance of the most recent decisions. The comprehensive list of authorities is, indeed, a feature of the work. The book is founded on the author's six years' experience as a lecturer on the subject, and it is, perhaps, a matter for regret that he has not seen fit to deal with company law between the same covers in the same useful and admirable manner in which the work is effected. It is certainly a book which student and practitioner alike should possess.

Lushington's Summary Jurisdiction (Separation and Maintenance) Acts, 1895 to 1925. Third Edition. By B. A. Collington, Chief Clerk of the Clerkenwell Police Court. 1929. Butterworth & Co. (Publishers) Limited. 12s. 6d. net.

A comparison between the respective thicknesses of the new and the former editions of this text-book illustrates well the development of the statute and case law with regard to "husband and wife" applications since 1904.

It is a book of great usefulness to the solicitor branch of the profession and badly needed bringing up to date.

Since the Great War the jurisdiction of magistrates in "domestic" matters has been notably extended by the Maintenance Orders (Facilities for Enforcement) Act, 1920, the Married Women (Maintenance) Act, 1920, the Summary Jurisdiction (Separation and Maintenance) Act, 1925, the Guardianship of Infants Act, 1925, the Adoption of Infants Act, 1926 and the Administration of Justice Act, 1928.

During the post-war years there have been also decisions of the Divorce Divisional Court of radical importance, perhaps the most far-reaching being *Dewe* v. *Dewe; Snowdon* v. *Snowdon* [1928] P. 113; 72 Sol. J. 69, 92 J.P. 32. The court in these two cases had to consider the effect of a separation deed with a covenant to maintain upon the right of a wife to maintenance at common law with special reference to subsequent bankruptcy of the husband. It was held that during the currency of the deed the common law right was suspended, but was revived by reason of annulment from any cause of the agreement to maintain. Thus, upon a husband's adjudication in bankruptcy his liability under the agreement was held to have ceased, whether the wife had proved in the bankruptcy or not, and justices can thereupon make an order for maintenance against the husband upon proof of wilful neglect to maintain.

A separate chapter is devoted to each main head of relief or procedure: Chapter 26 on the subject of appeals being of particular assistance to the practitioner. The index is good.

Correspondence.

Treasure Trove.

Sir,—Allow me to thank you for the paragraph on this subject in your issue of 22nd February. It is highly desirable in the interests of antiquarian research, that finds should be promptly reported, and delivered entire to the proper local authorities. The point which we are anxious to make evident to the general public, and which is perhaps not entirely clear in your paragraph, is that a finder, if he faithfully reports his discovery, loses nothing. There is no confiscation without full compensation. If anything is retained for public institutions, the full market value of what is retained is paid to the finder, and the rest returned to him, or, if he wishes, sold on his behalf. You compare the handing over of a hoard to something like paying income tax; it is really as if the Chancellor of the Exchequer returned your tax, after making a note of it, without any deduction for office expenses. This humane reform in the administration of the law has been brought about after years of negotiation; all antiquaries will be grateful to you if you will give it the publicity which your wide circulation affords.

George F. Hill,
Keeper of Coins and Medals.

Department of Coins and Medals,
British Museum, London, W.C.1.
25th February.

Restrictive Covenants.

Sir,—I have read with interest, and, I hope, with profit, the recent article in The Solicitors' Journal on "Restrictive Covenants." I have, however, been somewhat disturbed by the statement in the articles that under a contract to sell land *free from incumbrances*, the purchaser must take the land *subject* to restrictive covenants registered at the date of the contract under s. 10 (1), class D (ii) of the Land Charges Act, 1925. This is a very serious matter. Has the writer of the articles considered such cases as *Fligot* v. *Booth*, 1 Bing. N.C. 370; *Phillips* v. *Caldclurgh*, L.R. 4, Q.B. 159; *Rudd* v. *Lascelles* [1900] 1 Ch. 815; and *Pemsel* v. *Tucker* [1907] 2 Ch. 191?

I think your readers would be grateful, if the writer of the articles would, after mature reflection and of consideration of the authorities, state his views on the point and give a reasoned exposition of the conclusion at which he arrives.

"A. B. C."

P.S.—I do not know that it goes for much, but in the Land Charges Act restrictive covenants are limited as land charges and in the Land Registration Act as incumbrances.

Lincoln's Inn, W.C.2.
16th February.

Copyright in Gramophone Records.

Sir,—I observe in column 2 of p. 82 of The Solicitors' Journal of the 8th inst. under the heading "Copyright in Gramophone Records," a statement to the effect that the royalty payable on gramophone records "is 5 per cent. on the retail selling price of the record with a minimum of ½d. for each separate musical work reproduced."

This would not appear to be quite accurate, and perhaps you will be good enough to allow me to refer to the matter.

In 1928 in the months of March and April, pursuant to the provisions of s. 19, sub-s. (3), of the Copyright Act, 1911, the Board of Trade held an enquiry, at the instigation of copyright owners, into the sufficiency or otherwise of the rate of royalty prescribed by that sub-section and by sub-s. (7), and as a consequence, recommended (i) an increase in the rate to 6¼ per cent. on the ordinary retail selling price of the contrivance with a minimum of ¾d. for each separate musical work reproduced, and (ii) the substitution of 3⅛ per cent. for the 2½ per cent. mentioned in para. (*b*) of sub-s. (7) of s. 19.

Effect was subsequently given to that recommendation by the Copyright Order Confirmation (Mechanical Instruments: Royalties) Act, 1928 (18 & 19 Geo. 5, ch. 52). The Act was made to apply to contrivances sold on or after the 1st November, 1928, or three months after confirmation of the Order by Parliament, whichever was the later.

It will be noticed that both Acts refer to contrivances, since it was apparently desired to cover "Records, perforated rolls and other contrivances," those being the opening words of s. 19.

Bedford Row, W.C.1. S. G. Wood.
10th February.

Mr. John Edwyn Hughes, fifty, of Normanton Avenue, Liverpool, late Auditor of the Ministry of Health and Chief Accountant of West Derby Board of Guardians, left estate of the gross value of £4,495.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Surrender of Statutory Tenancy.

Q. 1847. Assuming a tenant contracts with his landlord to surrender his statutory tenancy under the Rent Acts for a consideration and then refuses to give up possession, has the court power to order possession? If so, would the action be brought under s. 15, sub-s. (2) of the Rent Act of 1920, which seems to imply that the court has power to give possession? References and authorities would oblige.

A. The court has no power to order possession, unless the facts are within the Act of 1920, s. 5 (*c*), by reason of the landlord having contracted to sell or let the house, or being otherwise prejudiced. It would also be necessary to construe the contract to surrender as a notice to quit by the tenant—a proposition which the court might not accept. Section 15 (2) is not applicable, and the only remedy is to sue for the return of the consideration and for damages for breach of contract.

Sub-Tenant's Rights as Tenant.

Q. 1848. A, in July, 1920, let a house to B at a controlled rent. B never took possession, but sub-let to C with consent of A, at an increased rent. B has given A notice to determine his agreement.

(1) Is C entitled to stay on at the controlled original rent, or must he pay A the increased rent under his sub-tenancy?

(2) What can A do to de-control the house?

(3) Must B give A vacant possession at expiration of notice, if so, can A charge B double rent for holding over owing to C remaining in possession?

(4) Can A obtain actual possession by locking C out for five minutes without removing C's furniture out of the house?

A. (1) C is entitled to stay on, under the Act of 1920, s. 15 (3), on the same terms as he would have held from B and must, therefore, pay A the increased rent.

(2) A can do nothing to de-control the house, so long as C complies with the terms of the statutory tenancy.

(3) B need not give vacant possession, and—under s. 15 (3), *supra*—C is deemed to become the tenant of A. B is therefore no longer A's tenant, and cannot be charged with double rent.

(4) A cannot obtain actual possession as suggested, and the only result would be to render him liable for damages for trespass.

Validity of "Snowball" Scheme.

Q. 1849. Clients of mine propose to commence a sale of tobacco by means of a scheme commonly known as a "Snowball," under which a purchaser buys a coupon for 6d., and then returns the coupon to my clients with 2s. in return for which he is sent four coupons. These four coupons are then to be sold for 6d. each, and when each of the four purchasers returns the coupons to my clients with 2s., and a request for four coupons, the original purchaser is entitled to apply for a parcel of tobacco. The brands and parcels are printed on the back of each coupon, the person entitled choosing which he will have. Provided, therefore, that each of the four persons to whom the coupons are sold also return them with 2s. for a further four coupons each, the original vendor becomes entitled to 5s. worth of tobacco for which he has only paid 6d. for his first coupon. It is also stated on the coupon that if only two or three coupons are returned by the date given, the proprietors reserve the right to close the agreement by sending a proportionately smaller parcel. The coupon is headed "This offer is to draw the attention of the public to our tobacco values." I shall be very much obliged if you will be good enough to let me have your opinion on the following points:—

(*a*) Is a "Snowball" scheme illegal under the Lottery Acts or any other Act?

(*b*) Could it be held that each seller of a coupon was a dealer in tobacco without an excise licence?

(*c*) Does the coupon come within the provisions of the Business Names Registration Act, 1916, requiring the names of the partners to be printed thereon?

A. (*a*) The above scheme involves "a myriad uncertainties," in the words of Lord Hewart, L.C.J., in *Howgate* v. *Ralph* (1929), 45 T.L.R. 426. The original vendor is said to become entitled to 5s. worth of tobacco, for which he has only paid 6d. for his first coupon, but further conditions precedent are that (i) he shall pay another 2s. for the set of four coupons; (ii) a stipulated number of further applications shall be received. Therefore for 2s. 6d. he buys a chance of applying for a parcel of tobacco (large or small according to the number of other applications), contingently on the uncertain future events that (i) he will himself succeed in selling his four coupons at 6d. each, (ii) the four purchasers will also contribute 2s. each to the fund out of which the prize is to be provided. The opinion is therefore given that the scheme infringes the Lotteries Act, 1823.

(*b*) and (*c*) These do not arise.

Stamp Act, 1891, Section 44—Agreement under Seal for Tenancy.

Q. 1850. What purports to be a tenancy agreement prepared by a firm of auctioneers, has just come to my notice. It provides that the landlord agrees to let and the tenant agrees to take certain property at a rental of £40 per annum, payable quarterly, and that "the tenancy shall commence from the 24th day of June, 1921, and continue until the tenant shall give to the landlord in writing three calendar months' notice, such notice to expire on the 24th day of June, 1928, and in the absence of notice the tenancy hereby created shall terminate on the 24th day of June 1933." I shall be obliged by your opinion as to whether this agreement is not an infringement of s. 44 of the Stamp Act, 1891. My client is taking an assignment of the document. The document is stamped 10s., is under seal and provides that the cost and stamping (£2 2s.) shall be paid by the landlord and tenant in equal proportions. May I safely assume that my client will be perfectly safe even although the document is an infringement?

A. Unless the seals have been affixed later, we think the preparation of this document was an infringement of s. 44. The tenancy created is in no way affected by breach of the section and an intending assignee need certainly take no account of the question by whom was the document prepared.

Stamp Duty—Garage Standing by Own Weight whether to be Deemed a Chattel.

Q. 1851. A client of ours owns a plot of land upon which are erected a dwelling-house and a motor garage. The latter is a wooden structure upon a brick foundation and was built and can be removed in sections. It is supplied with electricity and water by wires and a pipe coupled up with the house. Our client has signed a contract, prepared by auctioneers, to sell the land and house for £500 and the garage for £30 to the same person, the total purchase price being divided in this manner in order that the price of the land and house may be stated in the conveyance to the purchaser to be £500 only, whereby

payment of the higher rate of stamp duty will be avoided. Shall we, as solicitors, be justified in approving a conveyance in which the purchase money is stated to be £500 only? It is assumed that the purchaser will also ask the vendor to sign a receipt for the £30 to be paid for the garage, treating the latter as a chattel personal. It seems to us that the total purchase price of £530 ought to be inserted in the conveyance, and that it cannot be truthfully certified therein that the sale of the house and land is not part of a transaction of which the consideration exceeds £500, unless the sale of the garage can be treated as being similar to a sale of household furniture or gardening implements.

A. In our opinion the purchasers' solicitors would not be justified in inserting a certificate without first taking the opinion of the authorities at Somerset House. If the garage would pass under the general words implied by s. 62 of the L.P.A., 1925, as a "building" or "erection" that would be conclusive against a certificate. Although a covenant in a lease to yield up buildings erected would not include a building resting by its own weight (*Naylor* v. *Collinge*, 1 Taunt. 19), there has never, as far as we are aware, been any decision as to the interpretation of the words referred to in a conveyance. Our own view is that, although for the purpose of sale of the building for removal the garage is a chattel, yet being sold with the land on which it stands, the £30 purchase money for it *is* part of the larger consideration, and the 1 per cent. rate of duty is attracted.

Possession of Sub-Tenant's Room.

Q. 1852. Seven years' lease of shop and house was granted to A in September, 1920, at £60 per annum (with an option of a further seven years, which he has exercised), and he occupied same, but subject to an existing sub-tenancy of two rooms. The sub-tenants voluntarily quitted in November, 1922, and A then took possession of these rooms. A then sub-let one of the rooms he had previously used himself to B, who voluntarily quitted in February, 1924. The room in question was sub-let again to C, who voluntarily quitted in June, 1926. A then sub-let to present tenants in July, 1926, at 10s. a week, with the use of bathroom, etc., and electric light. Can A now obtain possession of the room in question for his own occupation? Please quote authorities.

A. A came into possession of the two rooms before the 31st July, 1923, and decontrol was therefore not effected under the Rent Act, 1923, s 2 (1). The question does not state whether the room came into A's possession again, either in February, 1924, or in June, 1926, but unless A obtained actual possession, as required by the above Act, s. 2 (3), decontrol was again not effected. The facts appear to be within *Domendietti* v. *Ryan* (1929), 45 T.L.R. 432, rather than *Kingsley* v. *Adler* (1929), 45 T.L.R. 226, and the opinion is therefore given that A cannot obtain possession

Statutes of Limitation—Building Erected on Common Land.

Q. 1853. A owns a house which adjoins some common land and for the past thirty years has had a poultry-house and aviary for pigeons on the common land. During the whole of this time he has enjoyed uninterrupted possession and the urban district council have now served a notice upon him to remove the building. It is admitted by the council that the building does not infringe the bye-laws and they state that the ground for the removal of the building is that A cannot acquire any right to common land however long the building may have been erected thereon. We are instructed to resist the notice, and we shall be obliged if you would kindly let us have your opinion as to whether the council can compel our client to remove the building, and, if so, upon what grounds?

A. If the common is annexed to a Crown manor or the soil is otherwise in the Crown the ordinary statutes do not run. If otherwise, we know of no reason for the council's contention.

Notes of Cases.

House of Lords.

Inland Revenue Commissioners *v.* **Miller.** 6th February.

Super-Tax—Annual Income of Mansion House—Right to Occupy under Trust Free of Taxes—Liability to Tax as Occupier.

This was an appeal from the First Division of the Court of Session in Scotland and raised the question whether the respondent, Lady Miller, the widow of Sir James Miller, was assessable to super-tax in respect of the annual value of the mansion house in which she resided and of certain lands connected therewith. By his trust disposition the respondent's late husband directed his trustees to allow the respondent during her life to occupy and possess free of taxes and rent the mansion house and effects therein and the lands pertaining thereto with the free use and enjoyment of the same. On an appeal by Lady Miller against an additional assessment to super-tax made on her for the year ending 5th April, 1921, the Commissioners held that she had a life rent use of the property and that local rates paid by the trustees were paid for her benefit and they fixed the additional assessment at £1,250. The questions submitted to the court were whether Lady Miller had a life rent use of the mansion house and lands and was bound to include the assessments made thereon under Schedules A and B, and whether she was also bound to include the rates and other sums paid by the trustees together with the income tax applicable thereto. The First Division by a majority (Lord Morison dissenting) answered the questions in the negative and allowed the appeal.

Lord Buckmaster, in delivering judgment, said he was unable to accept the view of the Lord President, as it appeared to him to ignore Lady Miller's interests under the will which clearly included a right to occupy. The word "occupier" as used in the statute had its ordinary meaning, and the ascertainment of whether a person was an occupier or not was a question of fact and not of law. In his opinion Lady Miller was rightly found to be the occupier and rightly charged with tax as such occupier, the annual value of her beneficial enjoyment was income for the purpose of the Act and was liable to super-tax. That appeared to him to be the natural conclusion from the words of the Act. The case of *Shanks* v. *Inland Revenue Commissioners* [1929] 1 K.B. 342, was indistinguishable from the present, and the appeal should be allowed.

The other noble and learned lords concurred.

Counsel: *The Attorney-General* (Sir W. Jowitt, K.C.), *Latter*, K.C., *R. Hills* and *Skelton*; *Jamieson*, K.C., *N. A. MacLean* and *A. R. Thomas*.

Solicitors: *Solicitors for Board of Inland Revenue*; *Grahames & Co.*, for *J. & F. Anderson, W. S., Edinburgh.*

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

Court of Appeal.

Broughton *v.* **London and North Eastern Railway.**

Scrutton, Slesser and Romer, L.JJ. 31st January.

Workmen's Compensation—Injury by Accident—Compensation—Total Incapacity—Partial Recovery—Offer of Work—Suitability—Refusal by Workman—Partial Incapacity—Able to Earn in Suitable Employment—Workmen's Compensation Act, 1925 (15 & 16 Geo. 5, c. 84), s. 9, sub-s. (3) (i).

Appeal from an award of the judge of the Brigg (Lincolnshire) County Court.

The appellant, the workman, was a foreman ganger employed by the respondent railway company. He had entered into an obligation to serve the railway company in such localities on their system as the company required him to do. In October, 1928, he met with an accident in the course

of his employment, through which he lost the sight of one eye, and after some time an operation had to be performed to remove the damaged eye. His pre-accident earnings were £3 1s. 11d. a week. The railway company paid him compensation at the rate of £1 10s. a week on the basis of total incapacity until February, 1929. Subsequently they offered him employment at different places, e.g., as a weighbridge man at Bradford and as a hoist attendant at Sheffield, at a weekly wage of £2 6s. 9d., at the same time stating that as the wages offered him were less than his pre-accident earnings, they would from thenceforward pay him compensation on the basis of partial incapacity in accordance with the provisions of s. 9, sub-s. (3), of the Workmen's Compensation Act, 1925. That sub-section provides that the rules for calculating the weekly payment in case of partial incapacity shall be: "(i) If the maximum weekly payment would, had the incapacity been total incapacity, have amounted to twenty-five shillings a week or upwards, the weekly payment in case of partial incapacity shall be one-half the difference between the amount of the average weekly earnings of the workman before the accident and the average weekly amount which he is earning or able to earn in some suitable employment or business after the accident." The appellant had a wife and family of four children. His wife was delicate and suffered from complaints connected with the lungs. He and his wife and family had lived for years in a country village in Lincolnshire where he occupied his spare time by keeping pigs and gardening. He refused the various offers of employment, giving as his reasons for so refusing them his wife's health and the difficulty of obtaining suitable accommodation for his wife and family in the places where he was offered employment. The county court judge found that the appellant was physically able to do any of the jobs offered him. He also held that in determining the suitability of the work offered to the workman and the workman's ability or otherwise to do it, he could not take into account such personal reasons as the lack of accommodation for the workman's family, his wife's health, or the state of the labour market. He made an award reducing the compensation to 7s. 7d. a week on the basis of partial incapacity, that sum being half the difference between the appellant's pre-accident earnings and the amount which he could earn at either of the jobs offered him. The workman appealed.

The COURT (Scrutton, Slesser and Romer, L.JJ.) dismissed the appeal. The county court judge had rightly excluded from his consideration such personal reasons as the workman's wife's health, the lack of accommodation for his wife and family at the places where he was offered employment, and the state of the labour market. Such matters were not matters to be considered by the court in deciding the question of the suitability of the employment which is offered to the workman. Appeal dismissed.

COUNSEL: *W. Shakespeare; Sir Walter Greaves-Lord*, K.C., and *N. R. Fox-Andrews.*

SOLICITORS: *Pattinson & Brewer; I. Buchanan Pritchard.*

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Herbert Wilcox Productions Ltd. *v.* First National Pictures Ltd. Mackinnon, J. 4th February.

CONTRACT—CINEMATOGRAPH FILM HIRING—BLOCK BOOKING—ALLEGED BREACH OF DUTY.

In this action, which was first tried before Branson, J., in January, 1929, and a new trial ordered by the Court of Appeal in April, 1929, the plaintiffs, the owners of the British film, "The Only Way," claimed that the defendants, as their distributing agents, were guilty of breach of duty by block-booking the film with others belonging to the defendants with the alleged result that a smaller sum was received for the hire of it then would have been obtained if it had been let separately. The chief role in the film was taken by Sir John Martin-Harvey. The plaintiffs claimed damages for an alleged breach of an agreement, dated the 17th March, 1925. The defendants denied any breach of contract and pleaded that their methods of booking were usual and well known to the plaintiffs.

MACKINNON, J., said that he was not surprised that the plaintiffs had now abandoned the claim that in no circumstances could "The Only Way" be block-booked, but they complained that it had not received the fair share of earnings from block-booked contracts. It was the defendants' duty to exploit the film to the mutual advantage of both parties, and he thought that they (the defendants) were entitled to deal with their programme. In his opinion there was no breach of contract on the part of the defendants, because they were entitled to exploit other films at the same time as "The Only Way." It would be quite impossible to sell several properties together without its being possible to show that one or other of them might have got more if sold by itself. It was also quite untenable to suggest that there was any breach of contract in booking "The Only Way" at the same prices as the others. It was then suggested that the prices should be adjusted when the merits of the respective films became known, but he saw no legal basis for that suggestion. There would be judgment for the defendants with costs.

COUNSEL: *D. N. Pritt*, K.C., and *W. E. P. Done*, for the plaintiffs; *Hilbery*, K.C., and *C. W. Lilley*, for the defendants.

SOLICITORS: *Hugh V. Harraway; Thomas Cooper & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Buller & Co., Limited *v.* T. J. Brooks, Limited. Wright, J. 12th February.

SALE OF GOODS—DIAMOND BRACELET—OBTAINED BY FALSE PRETENCES—PAWNED—CLAIM BY SELLER AGAINST PAWNBROKER—SALE OF GOODS ACT, 1893 (56 & 57 Vict., c. 71), s. 24.

This was an action brought by Buller & Co., Limited, wholesale jewellers, against T. J. Brooks, Limited, pawnbrokers, to determine the ownership of a diamond bracelet, valued at £345, which the plaintiffs alleged was stolen from them and pledged with the defendants. One Le Mesurier was introduced by Services Shipping Co., Limited, to the plaintiffs and authorised to do business with them direct, and in those circumstances the plaintiffs in their books debited Services Shipping Co., Limited, with the wholesale price of the goods so bought, and Services Shipping Co., Limited, debited Le Mesurier in their books with the retail price. Subsequently Le Mesurier introduced one Moore to the plaintiffs. Moore, at a later date, visited the plaintiffs, and selected a diamond bracelet which he said was for the approval of Le Mesurier. Moore, however, immediately pawned the bracelet and was later convicted of larceny by a trick. It was established in evidence in the present case that the purchase of the bracelet by Moore was authorised by Le Mesurier. In those circumstances the plaintiffs claimed against the pawnbrokers.

WRIGHT, J., held that Moore, being the agent for Le Mesurier, the property in the bracelet passed first from the plaintiffs to Services Shipping Co., Limited, and from them to Le Mesurier and was pledged with his authority. It was a case of obtaining goods by false pretences and was similar to the case of a man who ordered and consumed food at a restaurant when he had no means or intention of paying for it. A fundamental point fatal to the plaintiffs' claim was that the words "owner of the goods" in s. 24 (1) of the Sale of Goods Act, 1893, meant the owner from whom they were actually stolen. Here the property had passed from the plaintiffs to Services Shipping Co., Limited, and the plaintiffs had no claim in law and no title to maintain the action. Judgment for the defendants, with costs.

COUNSEL: *Sir Reginald Coventry*, K.C., and *W. M. Andrew*, for the plaintiffs; *Hilbery*, K.C., and *Archibald Safford*, for the defendants.

SOLICITORS: *C. O. Humphreys & Son; Attenboroughs.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Ellor and Wife *v.* Selfridge & Co. Ltd.

Scrutton and Romer, L.JJ. (sitting as King's Bench Division Judges). 13th February.

MOTOR-CAR—ON PAVEMENT—PEDESTRIANS INJURED—CLAIM FOR DAMAGES—ONUS OF PROVING NEGLIGENCE.

Appeal from a decision of Judge Turner, Uxbridge County Court.

In this action the plaintiffs, Bertram Ellor and his wife, Emily Ellor, claimed damages from personal injuries caused by the alleged negligence of the driver of a motor-van belonging to the plaintiffs which mounted the pavement on which the plaintiffs were standing and knocked them both down. At the trial the defendants, who called no evidence, contended that the onus of proof of negligence was on the plaintiffs. The County Court judge, giving judgment for the plaintiffs, held that there was evidence of negligence and he awarded £35 damages to the husband and £50 to the wife. The defendants now appealed.

SCRUTTON, L.J., said that he was of the same opinion as the County Court judge, that the van being under the control of the defendants, and they having called no evidence, he was entitled to consider whether there had been negligence, and to find that the defendants were liable. His lordship referred to *Hammack* v. *White* (11 C.B. (N.S.) 588), and to *Scott* v. *London and St. Katherine Dock Co.* (3 H. and C. 596), and said that the facts in the present case, and in the absence of any explanation by the defendants, seemed to be more consistent with negligence than with the exercise of reasonable care. The appeal would be dismissed.

ROMER, L.J., agreed.

COUNSEL: *Berryman*, for the appellants; *N. R. Fox-Andrews*, for the respondents.

SOLICITORS: *Berrymans; Neville G. Flawn.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

The Birmingham Law Society.

ANNUAL REPORT.

The report of the Committee for the year ended 31st December, 1929, was presented to the annual general meeting of the Society held at the Society's Library on Tuesday last, the 25th ult.

OFFICERS AND COMMITTEE.

Immediately after the last annual meeting, Mr. G. Huggins was elected President, Mr. G. A. C. Pettitt elected Vice-President, and Mr. W. C. C. Gell was re-elected Honorary Secretary and Treasurer.

At the last annual meeting there were eight vacancies on the Committee, and the following gentlemen were elected: Messrs. H. W. Lyde, S. James, J. A. Marigold, F. H. Pepper, R. A. Pinsent, P. J. Slater, G. Tyndall and S. Vernon.

In March, Mr. H. B. Carslake resigned from the Committee, and Mr. E. H. Clutterbuck was elected to fill the vacancy.

The Committee have held eleven meetings, at which the average attendance was 17·6, and ten sub-committee meetings were held during the year.

In accordance with the provisions of the articles of association, the following eight members of the Committee retire: Messrs. E. R. Bickley, G. Huggins, R. Jolly, W. C. Mathews, S. Morris, A. I. Sherwin, L. A. Smith and F. H. C. Wiltshire.

Messrs. E. R. Bickley, G. Huggins, W. C. Mathews, A. I. Sherwin and L. A. Smith are eligible for re-election and have been nominated by the Committee accordingly.

MEMBERS.

The membership of the Society shows a decrease as compared with last year. Nine members have resigned, five have died, and seven new members have been elected; the number on the register on the 31st December, 1929, being 407.

The Committee report with regret the death of the following members: Messrs. M. Allen, M. C. Blewitt, C. A. Brown, J. A. Morton and E. S. Taylor.

Mr. A. H. Coley has continued to represent the Society as an ordinary member, and Mr. R. A. Pinsent was re-elected an extraordinary member, on the Council of The Law Society, in July, 1927, for the ensuing three years.

FINANCE.

The income and expenditure account shows a credit balance of £379 4s. 4d., as against £322 8s. 3d. last year.

The interest on the investments representing the reserve fund, which is invested annually, amounted for the year 1929 to £264 7s. 1d., and the Committee have in addition set aside out of the balance to credit of the income and expenditure account a sum of £735 12s. 11d., making £1,000, which has been carried to reserve and invested.

LECTURE ROOM.

The lecture room has been let on forty-eight occasions during the year, as against fifty-five last year.

The Committee desire to remind members that the room may be hired for meetings and other suitable purposes, and that it is a most central and convenient room for meetings of creditors, company meetings, property sales, arbitrations, lectures, and the like. The terms on which the room may be hired are as follows:—

	£	s.	d.
Hire of lecture room for whole day (10 a.m. to 5 p.m.)	1	10	0
,, ,, part of day, 10 a.m. to 1 p.m. / 2 p.m. to 5 p.m. / 5 p.m. to 8 p.m.	0	15	0
,, ,, two hours	0	10	6

Applications for hiring should be made to the Librarian, and the address given on all notices of meetings held there should be The Law Society's Rooms, 6, Temple Row West.

LIBRARY.

Eight thousand two hundred and sixty-two books have been issued during the year.

The reports and statutes and serial legal publications have been purchased as usual. New editions of all important text-books and volumes of precedents have been acquired, and copies of many of these have been added to the reference department.

Several books have been given to the Society during the year, and the Committee present their thanks to the Birmingham University for their calendar for 1929-1930, to the Land Union for their journal, to the Institute of Chartered Accountants and the Society of Accountants and Auditors for lists of their members, and to the publishers of *The Accountant* for their journal.

BARRISTERS.

The following barristers have subscribed for the privilege of using the library during the year: Miss H. L. M. Gibbs, and Messrs. A. T. Adams, C. A. Beaumont, J. F. Bourke, N. A. Carr, A. R. Churchill, M. Clarkson, Colin Coley, G. L. Dawson, H. Eaden, D. L. Finnemore, R. W. Frazier, W. J. Gandy, G. Griffiths, B. Grimley, M. Holdsworth, W. F. Hunt, D. Hurst, A. J. Long, A. P. Marshall, R. H. Norris, B. K. Parry, H. G. Rowland, T. S. Sanderson, H. A. Tucker, A. Ward, W. E. Warder, K. S. Wood and J. Wylie.

MEDALS AND PRIZES.

The gold medal has been awarded to Mr. G. A. Grove, LL.B. (articled to Mr. A. O. G. M. Grove, of Birmingham), who was second in order of merit in the First Class at the Final Honours Examination in November, 1929, and he was also awarded by The Law Society the Daniel Reardon Prize. The award of this medal carries with it the Horton Prize of books to the value of £6 5s.

The bronze medal has not been awarded, as no student gained Second Class Honours.

Three students were successful in gaining Third Class Honours: Miss N. E. Silverston (articled to Mr. B. Silverston, of Birmingham), Mr. W. P. Hill (articled to Mr. G. Green, of Cradley Heath), and Mr. W. F. Stretton (articled to Mr. F. Cooper, of Walsall), and the Committee have awarded to each of them a prize of books to the value of Two guineas.

LEGISLATION.

During the year your Committee considered the Birmingham Corporation (General Powers) Bill, and also the Birmingham Corporation (Rivers Improvements) Bill, and made representations to the Town Clerk asking for modification of some of the clauses.

The Committee have also recently considered the Agents (Deposit) Bill, and are of the opinion that the same is unnecessary and would be harmful to the best interests of the profession, and have communicated with the local Members of Parliament asking them to oppose the measure.

CONDITIONS OF SALE.

The sale of the Society's Conditions of Sale shows an increase, 21,547 copies having been sold, as compared with 20,229 copies in 1928.

A new edition of the conditions was recently issued, and members will have noticed a slight alteration to Special Condition 4.

SOLICITORS' CLERKS' PENSION SCHEME.

The Law Society have formulated a Solicitors' Clerks' Pension Scheme whereby the employer and the clerk make equal annual contributions to the fund established by the scheme, the contributions being based upon the age of the clerk, and the maximum pension obtainable being £300 per annum, commencing at sixty-five years of age.

The scheme and draft trust deed have been considered by the Committee, and various alterations suggested, and the Committee have approved the scheme and trust deed, but have pointed out that up to the present little evidence has been shown on the part of the clerks of a desire to participate in such a scheme. If and when the proposed scheme is adopted, the Committee feel confident that adequate support will be forthcoming from the clerks.

REGISTER OF CLERKSHIPS.

The register of clerkships which was set on foot last year was not used as much as your committee would have wished and the following new arrangement will be substituted :—

Advertisements for " Clerkships Wanted " or " Clerkships Vacant " must be written on postcards, which will be placed on the notice board at a fee of sixpence per month. All answers to advertisements must be accompanied by a fee of sixpence. A box number will be supplied in the case of each advertisement.

The Committee hope that members will avail themselves of the register, and also inform their clerks of the new arrangement.

STAFF.

The appointment of Mrs. Vickery as librarian of the Society terminated on the 31st December last. Mrs. Vickery was assistant to her father, the late Mr. W. Stanley, for twenty-one years, and subsequently held the position of librarian for upwards of four years, thus completing an association with the library of nearly twenty-five years. The Committee marked their appreciation of her long service by a gift of Fifty guineas.

Mr. J. L. Pumfrey, former assistant librarian, has been appointed librarian as from 1st January last, and Mr. W. N. Young has been appointed assistant librarian.

PROBATE REGISTRY.

As members will be aware, in the early months of last year, the congestion of business in the local Probate Registry was a serious source of annoyance and inconvenience both to members of The Law Society and their clients, and the Committee made representations to the Chief Registrar in London, asking him to remedy this position. The Committee were pleased to observe that, owing to their representations, matters speedily improved.

LIBRARY CATALOGUE.

The question of bringing the library into line with other similar institutions by the provision of a new card index catalogue was considered, and it was decided that this should be done. The work involved was undertaken by Mr. J. L. Pumfrey, the present librarian, and will shortly be completed.

The catalogue comprises names of authors and subjects and also indicates the location of the books. The advantages resulting from the introduction of the catalogue are already apparent.

LIBRARY PREMISES.

The lease of the library (main building) expires in September, 1937. A Buildings Sub-committee has been appointed to consider and report as to the best policy for the Society to adopt. The Sub-committee held several meetings during the year, when the question of the renewal of the existing lease, and other possible alternatives, received careful consideration.

POOR PERSONS PROCEDURE.

The Committee nominated under the Poor Persons Rules, 1925, has continued to carry on its work during the year. Mr. Wilfrid C. Mathews resigned the position of Honorary Secretary of the Committee in April, and Mr. W. C. C. Gell was appointed to the position. The Committee thank Mr. Mathews for his untiring efforts at the time of the formation of the Committee, in 1926, and during the past three years.

The following members served on the Committee during the year : Messrs. L. H. Adcock, G. A. Baker, C. E. Barker, E. R. Bickley, A. H. Coley (Chairman), T. Cooksey, W. C. C. Gell (Hon. Secretary), T. B. Hooper, G. Huggins, A. E. A. Langhorne, H. S. Martin, Wilfrid C. Mathews, F. C. Minshull, F. H. Pepper, G. A. C. Pettitt, G. Tyndall.

Four quarterly meetings of the full Committee were held during the year, and thirty-seven meetings of the rota members. The number of applications to the Committee was 336, an increase of seventy-seven over last year ; certificates were granted in 119 cases, as against ninety-four in 1928—an increase of twenty-five. Eighty-six cases were disposed of during the year, the poor persons being successful in seventy-two cases, and unsuccessful in two cases, while in twelve cases the proceedings were abandoned by the applicants.

The Committee report with satisfaction that further district registries and assizes have been granted jurisdiction to deal with matrimonial cases, and this will relieve the pressure on the counsel and solicitors in centres such as Birmingham. The benefit of this has not, of course, as yet been felt, but during the coming year this should prove a great relief to the local Bar and solicitors.

The Committee still advocate that district registries should have jurisdiction in all matrimonial cases. The cost involved in having to enter a case in London often prohibits persons of slender means in the country from obtaining justice, especially where the " means " just exceed the limit prescribed by the rules.

Arrangements have now been made with the *Birmingham Post* and the *Birmingham Gazette* for advertisements to be inserted at half the usual rates in poor persons cases, and the Committee tender their thanks to the proprietors for this concession.

The Committee report with pleasure that, despite the increasing work, which throws a great strain on the rota of counsel and solicitors, they have so far not been at a loss to get counsel or solicitors to take up cases.

The Committee tender their thanks to the members of the profession, both solicitors and barristers, who have co-operated in the work during the year.

POOR MAN'S LAWYER'S ASSOCIATION, BIRMINGHAM.

The establishment of the Poor Persons Committee does not affect the work of the Poor Man's Lawyer's Association, which continues to give free legal advice as heretofore to persons too poor to pay for it. The Committee and the Association work in concert, the Association transmitting to the Committee cases which come to its notice of the kind that are dealt with by the Committee.

During the year several members have rendered valuable assistance in this work. The Honorary Secretary of the Association, Mr. F. C. Minshull, The Council House, Birmingham, will be glad to hear from any further members or senior articled clerks willing to give their services. The Society's representatives on the Committee of the Association are Messrs. E. R. Bickley and Gardner Tyndall.

LEGAL EDUCATION.

The report of the Birmingham Board of Legal Studies for the year ended 31st August last shows that the number of students has now reached a total of ninety-three (compared with seventy-six in the previous year), of whom sixty-two are reading for The Law Society's examinations.

During the year Dr. A. H. Coley delivered three lectures at the University, one on " The Solicitor and his Client," and two on " The Solicitor and the Community," which were largely attended and very much appreciated.

The appointment of Mr. A. W. Dickson as a part-time lecturer has been continued during the present year.

GEORGE HUGGINS, *President.*
W. C. C. GELL, *Hon. Secretary.*

Societies.

The London Solicitors' Golfing Society.

The annual general meeting of this society was held at The Law Society on Monday, the 24th ult., when the following were elected to fulfil the various offices for the ensuing year :— President, Lord Riddell ; Vice-Presidents, Viscount Brentford, The Right Hon. D. Lloyd George, M.P., Mr. T. C. Fenwick, and the President of The Law Society ; Captain, Mr. E. S. Trehearne ; Hon. Sec. and Treasurer, Mr. H. Forbes White ; Committee Vacancies, Messrs. Sydney Newman and C. V. Young ; Auditors, Messrs. J. S. Stooke-Vaughan and C. E. Stredwick. It was reported that the following matches were being arranged : versus the Bishop and Clergy of St. Albans ; versus the Auctioneers and Estate Agents Golfing Society ; versus the Chartered Surveyors' Golfing Society ; versus the Bar Golfing Society ; versus the Legal Department of the Labour Ministry ; versus the Ladies' Legal Golfing Society.

The membership of the society has steadily increased since the last annual general meeting, the number now being 318. It is to be noted with satisfaction that at both the summer and autumn meetings, held at Walton Heath and R.A.C., Epsom, respectively, fresh records were attained as regards the number of members competing.

Full particulars of the society can be obtained from the Hon. Sec. and Treasurer, Mr. H. Forbes White, Bank Buildings, Ludgate Circus, E.C.4, who will welcome enquiries.

United Law Society.

A meeting of the Society was held in the Middle Temple Common Room on Monday, the 24th ult., Mr. E. Holroyd Pearce in the chair. Mr. Habershon proposed: "That in the opinion of this House the 'talkie' is a hybrid, which reproduces the worst characteristics of its parents." Mr. F. W. Yates opposed. There also spoke Messrs. Ross, Shanly, Palmer, MacMillan, Whelan, Bull, Stevens, Hughes and Oppenheim. The opener having replied, the motion was put to the House, when there voted for the motion eight against seven. The motion was therefore, won by one vote.

Law Students' Debating Society.

At a meeting of the society, held at the Law Society's Hall, on Tuesday, the 25th ult. (Chairman, Mr. Gerald A. Thesiger), the subject for debate was: "That the claims of spiritualism have been reasonably substantiated." Mr. E. E. Pugh opened in the affirmative and Mr. Godfrey Roberts opened in the negative. The following members also spoke: Messrs. J. C. Christian-Edwards, W. Walsh, A. L. Ungoed-Thomas, V. B. Foden Pattinson, Robert Ives, H. J. Baxter, H. F. C. Morgan, E. G. M. Fletcher, C. D. Rowe, P. H. North-Lewis, and L. F. Tucker. The motion was lost by ten votes. There were twenty-two members and three visitors present.

Legal Notes and News.

Wills and Bequests.

Mr. Alfred Harold Ruston, solicitor, of Aylesby House, Chatteris (Cambs.), a senior member of the firm of A. Harold Ruston & Son, who died on 19th November, 1929, aged seventy-three, left £30,951 3s. 3d. (net personalty £23,548.) He left (*inter alia*) to his clerk, John Cooke Gautrey £250, and also appointed him one of his executors; £50 each to his clerks, George Philip Murray, and Percy George Marchant, if still in his employ.

PATENTS COMMITTEE, 1929.

The Committee, which was set up under the chairmanship of The Right Hon. Sir Charles Sargant to consider whether any amendments in the Patents and Designs Acts, or any changes in Patent Office practice, are desirable, are continuing their weekly meetings at the Board of Trade for the purpose of hearing evidence from interested persons and associations. Twenty meetings of the Committee have taken place, and during the next few weeks evidence will be taken from representatives of the Chartered Institute of Patent Agents, The Law Society, and several Chambers of Commerce.

Any persons or associations who desire to submit any further suggestions, or to give evidence, should notify their intention to the Secretary to the Committee, Mr. R. W. Luce, Industrial Property Department, Board of Trade, 25, Southampton-buildings, W.C.2, not later than Thursday, 1st May next.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	MR. JUSTICE EVE.	MR. JUSTICE MAUGHAM.
Monday Mar. 3	Mr. Ritchie	Mr. Hicks Beach	Mr. Andrews	Mr. Hicks Beach
Tuesday .. 4	Andrews	Blaker	*More	*Andrews
Wednesday 5	Jolly	More	*Hicks Beach	More
Thursday.. 6	Hicks Beach	Ritchie	*Andrews	*Hicks Beach
Friday 7	Blaker	Andrews	*More	Andrews
Saturday .. 8	More	Jolly	Hicks Beach	More

DATE.	MR. JUSTICE BENNETT.	MR. JUSTICE CLAUSON.	MR. JUSTICE LUXMOORE.	MR. JUSTICE FARWELL.
Monday, Mar. 3	Mr. More	Mr.*Ritchie	Mr. Jolly	Mr. Blaker
Tuesday .. 4	Hicks Beach	Blaker	Ritchie	*Jolly
Wednesday 5	Andrews	*Jolly	Blaker	*Ritchie
Thursday.. 6	More	Ritchie	Jolly	*Blaker
Friday 7	Hicks Beach	*Blaker	Ritchie	Jolly
Saturday .. 8	Andrews	Jolly	Blaker	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The EASTER VACATION will commence on Friday, the 18th day of April, 1930, and terminate on Tuesday, the 22nd day of April, 1930, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (6th February, 1930) 4½%. Next London Stock Exchange Settlement Thursday, 6th March, 1930.

	Middle Price 26th Feb. 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	83½	4 15 10	—
Consols 2½%	54	4 12 7	—
War Loan 5% 1929-47	102	4 18 0	—
War Loan 4½% 1925-45	95½	4 14 3	4 18 0
War Loan 4% (Tax free) 1929-42	101¾	3 18 8	3 16 6
Funding 4% Loan 1960-90	88	4 10 11	4 11 9
Victory 4% Bonds (Available for Estate Duty at par) Average life 35 years	92½	4 6 6	4 8 0
Conversion 5% Loan 1944-64 "A" (First dividend £1 6s. 6d., 1st May, 1930.)	101⅝	4 19 0	4 19 0
Conversion 5% Loan 1944-64 "B" (First Dividend £2 1s. 8d., 1st May, 1930.)	101⅞	4 19 0	4 19 0
Conversion 4½% Loan 1940-44	95½	4 14 3	4 18 0
Conversion 3½% Loan 1961	75¾	4 13 0	—
Local Loans 3% Stock 1912 or after	62½	4 16 0	—
Bank Stock	249½	4 16 2	—
India 4½% 1950-55	81½	5 10 5	5 17 6
India 3½%	59½	5 17 8	—
India 3%	51½	5 16 6	—
Sudan 4½% 1939-73	92	4 17 10	4 19 0
Sudan 4% 1974	83	4 16 5	4 19 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	82½	3 12 9	4 3 3
Colonial Securities.			
Canada 3% 1938	88	3 8 2	4 14 0
Cape of Good Hope 4% 1916-36	94	4 5 1	5 0 0
Cape of Good Hope 3½% 1929-49	81	4 6 5	5 0 0
Ceylon 5% 1960-70 (First Dividend £2 5s., 1st August, 1930.)	99½	5 0 6	5 1 0
Commonwealth of Australia 5% 1945-75	90½	5 10 6	5 11 0
Gold Coast 4½% 1956	94	4 15 9	4 18 0
Jamaica 4½% 1951-71	93	4 16 9	4 18 0
Natal 4% 1937	93	4 6 0	5 4 0
New South Wales 4½% 1935-45	83½	5 7 9	6 3 6
New South Wales 5% 1945-65	88½	5 13 0	5 15 0
New Zealand 4½% 1945	92	4 17 10	5 3 6
New Zealand 5% 1946	100	5 0 0	5 0 0
Nigeria 5% 1950-60 (First Dividend £1 15s., 1st August, 1930.)	98¾	5 1 0	5 2 0
Queensland 5% 1940-60	89½	5 11 9	5 14 6
South Africa 5% 1945-75	100	5 0 0	5 0 0
South Australia 5% 1945-75	87½	5 14 3	5 15 6
Tasmania 5% 1945-75	88½	5 13 0	5 14 6
Victoria 5% 1945-75	87½	5 14 3	5 15 6
West Australia 5% 1945-75	87½	5 14 3	5 15 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	61	4 18 4	—
Birmingham 5% 1946-56	101	4 19 0	4 18 6
Brighton 5% 1950-60 (First Dividend £1 5s., 1st July, 1930.)	99¾	5 0 3	5 1 0
Cardiff 5% 1945-65	99	5 1 0	5 1 0
Croydon 3% 1940-60	70	4 5 9	4 18 9
Hastings 5% 1947-67 (First full half year's Dividend, 1st October, 1930.)	98¾	5 0 6	5 1 0
Hull 3½% 1925-55	78	4 9 9	5 1 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	71	4 18 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	53	4 14 4	—
London City 3% Consolidated Stock after 1920 at option of Corporation	62	4 16 9	—
Manchester 3% on or after 1941	61	4 18 4	—
Metropolitan Water Board 3% "A" 1963-2003	62½	4 16 0	
Metropolitan Water Board 3% "B" 1934-2003	63	4 15 3	—
Middlesex C.C. 3½% 1927-47	82	4 5 4	5 1 0
Newcastle 3½% Irredeemable	70	5 0 0	—
Nottingham 3% Irredeemable	61	4 18 4	—
Stockton 5% 1946-66	99	5 1 0	5 1 6
Wolverhampton 5% 1946-56	100	5 0 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	79	5 1 3	—
Gt. Western Rly. 5% Rent Charge	96	5 4 2	—
Gt. Western Rly. 5% Preference	92	5 8 8	—
L. & N.E. Rly. 4% Debenture	76	5 5 3	—
L. & N.E. Rly. 4% 1st Guaranteed	72½	5 10 4	—
L. & N.E. Rly. 4% 1st Preference	68	5 17 8	—
L. & Mid. & Scot. Rly. 4% Debenture	77	5 3 11	—
L. Mid. & Scot. Rly. 4% Guaranteed	76	5 5 3	—
L. Mid. & Scot. Rly. 4% Preference	70½	5 13 6	—
Southern Railway 4% Debenture	77	5 3 11	—
Southern Railway 5% Guaranteed	96	5 4 2	—
Southern Railway 5% Preference	90	5 11 1	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

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SOLICITOR peruses Titles, draws Conveyances and other documents, looks up points, etc., etc., for busy solicitors by return of post.—Write Box 271, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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YOUNG SOLICITOR with general experience desires post as assistant.—Box 343, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (41), Public School, desires position London or country; experienced in conveyancing, probate and trust work with leading firms; good references; moderate salary; available at short notice.—Box 342, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E." Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

EX-R.A.F. Officer, 33, Public School and university, requires post. Sound horticulturist, especially seed growing. Knowledge estate management, experienced book-keeping and general office management; also salesmanship. 7907

REGULAR Army Transport Officer, mechanical or horse, seeks post where ten years organising and administrative experience will be of value. Age 39. Conscientious, absolutely reliable and trustworthy. Accept any work with small salary and prospects. 11600

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EX-OFFICER (Scottish), 33, single, last ten years Germany, desires position of trust with prospects in healthy colony; prefer former German Colony. Free passage and three years' engagement. Good at accounts; thorough business knowledge. 11555

EX-OFFICER seeks management or agency of property; 30 years' experience of general building. Last nine years in France in charge of construction of British Cemeteries and Memorials. 11614

GENTLEMAN with fruit growing office management and selling experience requires employment where qualification an asset. Excellent references. 11607

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PARTNER required in old-established conveyancing and general practice in South Coast market town (golf, shooting, boating, etc., available). Applicant must be ex-public school, articled in country, and capable of working without supervision. Some advocacy. Share £500—£600 or more, for sale. Prospects of increase. Write fully as to age, education, experience, etc.—Box 349, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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YOUNG Solicitor with growing practice in Central London wishes to meet another solicitor (preferably fairly young) similarly placed, with a view to mutual assistance, expansion, and, if congenial, later amalgamation.—Box 335, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR (35), M.A., Oxon, Commissioner for Oaths, desires partnership in old-established Conveyancing and General Country Practice; preferably in Chester or neighbouring counties. Wide experience in conveyancing, trust and family business and general practice. Able to introduce business; necessary capital available.—Box 246, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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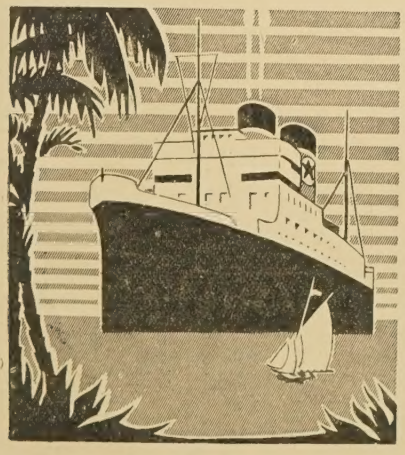

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